

**STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS**

IN RE: SCOTT BRANCH UNIT

PETITION OF SOUTHERN TRIANGLE OIL COMPANY, AN ILLINOIS
CORPORATION, FOR THE INTEGRATION OF INTERESTS IN SECTION
27, TOWNSHIP 2 SOUTH, RANGE 12 WEST IN GIBSON COUNTY,
INDIANA

**PETITION FOR INTEGRATION OF OIL AND GAS INTERESTS
FOR SCOTT BRANCH UNIT**

NOW COMES, Petitioner, Southern Triangle Oil Company, an Illinois corporation, by William C. Illingworth of Basin Law Group LLP, its attorneys, and for its Petition for Integration of Oil and Gas Interests, pursuant to IC 14-37-9-1, *et seq.*, states as follows:

1. Petitioner, Southern Triangle Oil Company, is an Illinois corporation, with an address of 600 Chestnut Street, P.O. Box 427, Mount Carmel, Illinois 62863. Petitioner, Southern Triangle Oil Company, is the operator of certain oil and gas leases covering property located in Gibson County, Indiana, described more particularly on Exhibit A, attached hereto. Said leases are hereinafter described collectively as the "Leases" or individually as indicated in Exhibit A. The Leases are attached hereto as Exhibit B.

2. The Petitioner is currently operating on, and actually producing, oil and gas on the lands covered by the Leases.

3. The leases listed in subparagraphs A through Lease E of Tract 1 on Exhibit A control the entire fee oil and gas interests in the lands of Tract 1 of the proposed unit described as follows, *to-wit*:

The Southeast Quarter of the Northwest Quarter of Section 27, Township 2 South,
Range 12 West, Gibson County, Indiana.

4. The leases listed in subparagraphs F through J of Tract 2 on Exhibit A control the entire fee oil and gas interests in the lands of Tract 2 of the proposed unit described as follows, *to-wit:*

The North Half of the Southwest Quarter and .37 of an acre in the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

5. The lease listed in subparagraph K of Tract 3 on Exhibit A controls the entire fee oil and gas interests in the lands of Tract 3 of the proposed unit described as follows, *to-wit:*

The West Half of the Southeast Quarter except .37 of an acre in the Southwest corner of the Northwest Quarter of the Southeast Quarter, in Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

6. The lease listed in subparagraph Lease L of Tract 4 on Exhibit A controls the entire fee oil and gas interests in the lands of Tract 4 of the proposed unit described as follows, *to-wit:*

The West Half of the Northeast Quarter of Section 27, Township 2 South, Range 12 West, containing 80 acres, more or less.

Also, part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: Beginning at the northwest corner of the Southeast Quarter of the Northeast Quarter of said section, and running thence south, 95 rods; thence east, 16 rods; thence north, 95 rods, to the north line of the Southeast Quarter of the Northeast Quarter of said section; thence west, 16 rods to the place of beginning, containing 9-1/2 acres, more or less.

Also, part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: beginning at the northwest corner of said quarter quarter section, and running thence east 16 rods; thence south 15 rods; thence west 16 rods to the west line of said quarter quarter section; thence north 15 rods to the place of beginning, containing 1 1/2 acres, more or less.

7. The lease listed in subparagraph M of Tract 5 controls the entire fee oil and gas interests in the lands of Tract 5 of the proposed unit described as follows, *to-wit:*

The West Half Southeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 12 West, excepting that part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: Beginning at the northwest corner of the Southeast Quarter of the Northeast Quarter of said section, and running thence south, 95 rods; thence east, 16 rods; thence north, 95 rods, to the north line of the Southeast Quarter of the Northeast Quarter of said section; thence west, 16 rods to the place of beginning, containing 9-1/2 acres, more or less.

The North Half of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, excepting the following described tract: beginning at the northwest corner of said quarter quarter section, and running thence east 16 rods; thence south 15 rods; thence west 16 rods to the west line of said quarter quarter section; thence north 15 rods to the place of beginning, containing 1 1/2 acres, and containing, and also exception that portion of the following described tract contained within said North Half of the Northeast Quarter of the Southeast Quarter:

A southwest corner part of the Northeast Quarter of the Southeast Quarter and a North Center Part of the Southeast Quarter of the Southeast Quarter all of Section 27, Township 2 South, Range 12 West, in Montgomery Township, Gibson County, Indiana, and further described as follows: begin at an iron set in the southwest corner of the Northeast Quarter of the Southeast quarter of Section 27, Township 2 South, Range 12 West, and bear north along the west line of said quarter quarter a distance of 814.70 feet to a 5/8 inch iron set in an old fence; thence bear south 52 degrees and 30 minutes east, more or less, a distance of 929.33 feet to an iron; thence bear south 5 degrees 07.1 minutes east more or less, a distance of 253.07 feet, more or less, to the south line of said quarter quarter section, which point is 754.08 feet, more or less, east of the point of beginning; thence continue south 5 degrees 07.1 minutes east more or less a distance of 219.1 feet to a 5/8 inch iron set on the property line as of 1972, between Noble Tison on the northeast and Paul Scott on the southwest; thence bear north 74 degrees west along said property line a distance of 245.20 feet to a 5/8 inch iron; thence bear north 4.50 chains (two pole) a distance of 148.5 feet to a 5/8 inch iron set in the north line of the southeast quarter of the southeast quarter of said section; thence bear west 536.91 feet to the point of beginning, and containing 10 acres, more or less, but subject to part of a public road right-of-way off of the above tract along the fifth and last call of said description.

8. In order to prevent waste and avoid the drilling of unnecessary wells, Petitioner desires to pool the Leases in so far as said Leases cover Tract 1 through Tract 5 from the surface

to the base of the Aux Vases Lime formation for purposes of secondary recovery operations and integrating the use of facilities between the leases of the proposed unit.

9. Attached as Exhibit C, Exhibit D, Exhibit E and Exhibit F respectively, are Ad Valorem Statements of Countrymark Refining and Logistics, LLC, showing the owners for Tract 1 of the proposed unit, Tract 2 of the proposed unit, Tract 3 of the proposed unit and Tract 4 of the proposed unit, respectively. Tract 5 of the proposed unit, which is controlled by Lease M, is not currently in production.

10. Petitioner has attempted to secure an agreement from all working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests of the proposed unit. However, Petitioner has not been able to secure such an agreement from the following parties:

<u>Name</u>	<u>Interest</u>	<u>Percent of Interest</u>
Mary Ann Pell 9178 W 350 S Owensville, IN 47665-9023	RI	.01218700 (Tract 2)
Kathleen Benson Smith 1600 Via De Luna Apt W 304 Pensacola, FL 32561-2365	RI RI	.02598800 (Tract 1) .04691600 (Tract 2)
Frederick Smith, As Representative of Laura Benson Estate Regency Villa 1600 Via De Luna Apt W 304 Pensacola, FL 32561-2365	RI RI	.00402400 (Tract 1) .00726300 (Tract 2)
Jacob M. Hirsch c/o Michael J. Hirsch 5812 S 325 W Fort Branch, IN 47648-8208	RI	.00635900 (Tract 2)
Sylvia Benson Frank P.O. Box 759 Gulf Breeze, FL 32562-0759	RI	.02598800 (Tract 1)

Perry Sweppy, Jr.
82 Weatherstone Pky
Marietta, GA 30068-3480

RI .00981200 (Tract 1)

Wiper Corporation
17962 Foxborough Ln.
Boca Raton, FL 33496-1321

ORRI .00205300 (Tract 4)

Attached hereto as Exhibit G is a sample of the proposed Unit Pooling Agreement tendered to all locatable working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests in the proposed unit. Petitioner, has been unable to secure such an agreement from the parties listed above. Exhibit H provides the attempted contact to said parties.

11. The proposed Unit Pooling Agreement would treat all royalty, working interest and overriding royalty interest owners fairly and equitably. Each such interest shall share in the total production from the pooled unit which their interest bears to the entirety of the unit. Proposed participation factors are as follows:

<u>Lease/Unit Name</u>	<u>Tract Participation Factor Percent</u>
Tract 1 Almon et al Comm. (CountryMark Lease Number 41350)	38.2193%
Tract 2 Smith et al Comm. (CountryMark Lease Number 41452)	12.3990%
Tract 3 Clyde Wright #1 (CountryMark Lease Number 41609)	5.2993%
Tract 4 Eugene Emmerson #1 (CountryMark Lease Number 41609)	42.7671%

Tract 5
Douglas 1.3153%
(No Current CountryMark Lease Number)

TOTAL: 100%

12. Attached hereto as Exhibit I is a plat showing the lands of the proposed unit.

13. Petitioner believes it to be in the best interest of all royalty owners, working interest owners and overriding interest owners to pool and combine the Leases as it will allow for economical and efficient development which reduces costs while also more effectively developing the oil and gas underlying those lands.

WHEREFORE, Petitioner respectfully requests:

A. An "Order for Integration of Interests" to integrate the separately owned interests in the oil and gas and associated hydrocarbons within the lands as set forth with participation factors set forth in Paragraph 11, above, in so far as said leases cover from the surface to the base of the Aux Vases Lime formation underlying the following described lands:

Tract 1:

The Southeast Quarter of the Northwest Quarter of Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

Tract 2:

The North Half of the Southwest Quarter and .37 of an acre in the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

Tract 3:

The West Half of the Southeast Quarter except .37 of an acre in the Southwest corner of the Northwest Quarter of the Southeast Quarter, in Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

Tract 4:

The West Half of the Northeast Quarter of Section 27, Township 2 South, Range 12 West, containing 80 acres, more or less.

Also, part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: Beginning at the northwest corner of the Southeast Quarter of the Northeast Quarter of said section, and running thence south, 95 rods; thence east, 16 rods; thence north, 95 rods, to the north line of the Southeast Quarter of the Northeast Quarter of said section; thence west, 16 rods to the place of beginning, containing 9-1/2 acres, more or less.

Also, part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: beginning at the northwest corner of said quarter quarter section, and running thence east 16 rods; thence south 15 rods; thence west 16 rods to the west line of said quarter quarter section; thence north 15 rods to the place of beginning, containing 1 1/2 acres, more or less.

Tract 5:

The West Half Southeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 12 West, excepting that part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: Beginning at the northwest corner of the Southeast Quarter of the Northeast Quarter of said section, and running thence south, 95 rods; thence east, 16 rods; thence north, 95 rods, to the north line of the Southeast Quarter of the Northeast Quarter of said section; thence west, 16 rods to the place of beginning, containing 9-1/2 acres, more or less.

The North Half of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, excepting the following described tract: beginning at the northwest corner of said quarter quarter section, and running thence east 16 rods; thence south 15 rods; thence west 16 rods to the west line of said quarter quarter section; thence north 15 rods to the place of beginning, containing 1 1/2 acres, and containing, and also exception that portion of the following described tract contained within said North Half of the Northeast Quarter of the Southeast Quarter:

A southwest corner part of the Northeast Quarter of the Southeast Quarter and a North Center Part of the Southeast Quarter of the Southeast Quarter all of Section 27, Township 2 South, Range 12 West, in Montgomery Township, Gibson County, Indiana, and further described as follows:

begin at an iron set in the southwest corner of the Northeast Quarter of the Southeast quarter of Section 27, Township 2 South, Range 12 West, and bear north along the west line of said quarter quarter a distance of 814.70 feet to a 5/8 inch iron set in an old fence; thence bear south 52 degrees and 30 minutes east, more or less, a distance of 929.33 feet to an iron; thence bear south 5 degrees 07.1 minutes east more or less, a distance of 253.07 feet, more or less, to the south line of said quarter quarter section, which point is 754.08 feet, more or less, east of the point of beginning; thence continue south 5 degrees 07.1 minutes east more or less a distance of 219.1 feet to a 5/8 inch iron set on the property line as of 1972, between Noble Tison on the northeast and Paul Scott on the southwest; thence bear north 74 degrees west along said property line a distance of 245.20 feet to a 5/8 inch iron; thence bear north 4.50 chains (two pole) a distance of 148.5 feet to a 5/8 inch iron set in the north line of the southeast quarter of the southeast quarter of said section; thence bear west 536.91 feet to the point of beginning, and containing 10 acres, more or less, but subject to part of a public road right-of-way off of the above tract along the fifth and last call of said description.

B. Implement any further terms and provisions in accordance with the law of the State of Indiana as the Division may, in its discretion, deem desirable and proper.

Respectfully Submitted,

SOUTHERN TRIANGLE OIL COMPANY,
AN ILLINOIS CORPORATION

By: 

William C. Illingworth
BASIN LAW GROUP LLP
508 Main Street, Suite A
Evansville, Indiana 47708
Telephone: (812) 421-1800
Email: wcillingworth@basinlawgroup.com

EXHIBIT A

LEASE AND TRACT DESCRIPTIONS

**SCOTT BRANCH UNIT
GIBSON COUNTY, INDIANA**

TRACK NUMBER: 1

**LEASE NAME: ALMON ET AL COMM
(CountryMark Lease Number 41350)**

LEASE INFORMATION:

A.	Dated:	May 10, 1984
	Recorded:	May 17, 1984
	Recording Info:	Drawer 5, Card No. 3111
	Lessors:	Robert Almon and Marcia Almon
	Lessee:	Reynolds Resources, Inc.
B.	Dated:	September 6, 1984
	Recorded:	November 15, 1984
	Recording Info:	Oil and Gas Drawer 1, Card No. 632
	Lessors:	Kathleen B. Smith and Frederick M. Smith; Sylvia Jane Frank Frederick M. Smith, Personal Representative of the Estate of Laura Benson
	Lessee:	Reynolds Resources, Inc.
C.	Dated:	May 10, 1984
	Recorded:	May 17, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3113
	Lessors:	Larry J. Mounts and Monica Mounts
	Lessee:	Reynolds Resources, Inc.
D.	Dated:	May 12, 1984
	Recorded:	May 17, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3112
	Lessors:	David Wilson and Pamela Wilson
	Lessee:	Reynolds Resources, Inc.
E.	Dated:	April 30, 1984
	Recorded:	May 17, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3110
	Lessors:	Clyde G. Wright and Roberta M. Wright

Lessee: Reynolds Resources, Inc.

The above leases being modified by Pooling Declaration for Oil dated November 21, 1984, which was recorded in the Office of the Recorder of Gibson County, Indiana, on January 4, 1985, in Oil and Gas Drawer 1, Card No. 832.

DESCRIPTION: The Southeast Quarter of the Northwest Quarter of Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

TRACK NUMBER: 2

LEASE NAME: SMITH ET AL COMM.
(CountryMark Lease Number 41452)

LEASE INFORMATION:

F.	Dated:	April 30, 1984
	Recorded:	May 17, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3110
	Lessors:	Clyde G. Wright and Roberta M. Wright
	Lessee:	Reynolds Resources, Inc.
G.	Dated:	November 1, 1984
	Recorded:	December 10, 1984
	Recording Info:	Oil and Gas Drawer 1, Card No. 695
	Lessors:	Phyllis M. Donley
	Lessee:	Reynolds Resources, Inc.
H.	Dated:	June 18, 1985
	Recorded:	July 12, 1985
	Recording Info:	Oil and Gas Drawer 1, Card No. 1534
	Lessors:	Calvin W. Emmerson and Martha S. Emmerson
	Lessee:	Reynolds Resources, Inc.
I.	Dated:	September 6, 1984
	Recorded:	November 15, 1984
	Recording Info:	Oil and Gas Drawer 1, Card No. 632
	Lessors:	Kathleen B. Smith and Frederick M. Smith; Sylvia Jane Frank Frederick M. Smith, Personal Representative of the Estate of Laura Benson
	Lessee:	Reynolds Resources, Inc.

J.	Dated:	November 2, 1984
	Recorded:	January 2, 1985
	Recording Info:	Oil and Gas Drawer 1, Card No. 798
	Lessors:	Kathleen B. Smith and Frederick M. Smith; Sylvia Jane Frank, Frederick M. Smith, Personal Representative of the Estate of Laura Benson
	Lessee:	Reynolds Resources, Inc.

The above leases being modified by Pooling Declaration for Oil & Gas dated August 20, 1985, which was recorded in the Office of the Recorder of Gibson County, Indiana, on October 24, 1985, in Oil and Gas Drawer 1, Card No. 1941.

DESCRIPTION: The North Half of the Southwest Quarter and .37 of an acre in the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

TRACK NUMBER: 3

LEASE NAME: CLYDE WRIGHT #1
(CountryMark Lease Number 41609)

LEASE INFORMATION:

K.	Dated:	April 30, 1984
	Recorded:	May 17, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3110
	Lessors:	Clyde G. Wright and Roberta M. Wright
	Lessee:	Reynolds Resources, Inc.

DESCRIPTION: The West Half of the Southeast Quarter except .37 of an acre in the Southwest corner of the Northwest Quarter of the Southeast Quarter, in Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

TRACK NUMBER: 4

LEASE NAME:

**EUGENE EMMERSON #1
(CountryMark Lease Number 41299)**

LEASE INFORMATION:

L.	Dated:	October 29, 1983
	Recorded:	May 4, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3067
	Lessors:	Eugene Emmerson
	Lessee:	Reynolds Resources, Inc.

DESCRIPTION:

The West Half of the Northeast Quarter of Section 27, Township 2 South, Range 12 West, containing 80 acres, more or less.

Also, part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: Beginning at the northwest corner of the Southeast Quarter of the Northeast Quarter of said section, and running thence south, 95 rods; thence east, 16 rods; thence north, 95 rods, to the north line of the Southeast Quarter of the Northeast Quarter of said section; thence west, 16 rods to the place of beginning, containing 9-1/2 acres, more or less.

Also, part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: beginning at the northwest corner of said quarter quarter section, and running thence east 16 rods; thence south 15 rods; thence west 16 rods to the west line of said quarter quarter section; thence north 15 rods to the place of beginning, containing 1 1/2 acres, more or less.

TRACK NUMBER: 5

LEASE NAME: DOUGLAS (TISON)

LEASE INFORMATION:

M.	Dated:	May 16, 2014
	Recorded:	_____
	Recording Info:	_____
	Lessors:	Frederick L. Douglas and

Lessee: Sharon J. Douglas
Southern Triangle Oil Company

DESCRIPTION:

The West Half Southeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 12 West, excepting that part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: Beginning at the northwest corner of the Southeast Quarter of the Northeast Quarter of said section, and running thence south, 95 rods; thence east, 16 rods; thence north, 95 rods, to the north line of the Southeast Quarter of the Northeast Quarter of said section; thence west, 16 rods to the place of beginning, containing 9-1/2 acres, more or less.

The North Half of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, excepting the following described tract: beginning at the northwest corner of said quarter quarter section, and running thence east 16 rods; thence south 15 rods; thence west 16 rods to the west line of said quarter quarter section; thence north 15 rods to the place of beginning, containing 1 1/2 acres, and containing, and also exception that portion of the following described tract contained within said North Half of the Northeast Quarter of the Southeast Quarter:

A southwest corner part of the Northeast Quarter of the Southeast Quarter and a North Center Part of the Southeast Quarter of the Southeast Quarter all of Section 27, Township 2 South, Range 12 West, in Montgomery Township, Gibson County, Indiana, and further described as follows: begin at an iron set in the southwest corner of the Northeast Quarter of the Southeast quarter of Section 27, Township 2 South, Range 12 West, and bear north along the west line of said quarter quarter a distance of 814.70 feet to a 5/8 inch iron set in an old fence; thence bear south 52 degrees and 30 minutes east, more or less, a distance of 929.33 feet to an iron; thence bear south 5 degrees 07.1 minutes east more or less, a distance of 253.07 feet, more or less, to the south line of said quarter quarter section, which point is 754.08 feet, more or less, east of the point of beginning; thence continue south 5 degrees 07.1 minutes east more or less a distance of 219.1 feet to a 5/8 inch iron set on the property line as of 1972, between Noble Tison on the northeast and Paul Scott on the southwest;

thence bear north 74 degrees west along said property line a distance of 245.20 feet to a 5/8 inch iron; thence bear north 4.50 chains (two pole) a distance of 148.5 feet to a 5/8 inch iron set in the north line of the southeast quarter of the southeast quarter of said section; thence bear west 536.91 feet to the point of beginning, and containing 10 acres, more or less, but subject to part of a public road right-of-way off of the above tract along the fifth and last call of said description.

1. Owensville, Indiana 47665
Bernardo Resources, Inc.

WITNESSETH:

Cigar Factory, Inc.

herein called Lessee:

WITNESSETH:

1. Lessor, in consideration of One Dollar (\$1.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, purposes of investigating, exploring for geophysical and other methods, prospecting, drilling, and operating for and producing oil, gas, (including without limitation casinghead gas, casinghead gasoline, gas condensate (distillate); hydrogen sulphide gas, helium and any other gas, whether combustible or not), liquid hydrocarbons and associated products, whether in gaseous, solid or liquid state, by any method, including, but limited to, natural flow acidizing, fracturing, combustion, steam soak, steam flood, water flood, oil flood, and for injection of any substance; laying constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in _____ County, State of _____

Gibson Indiana

Section 27

62 acres, more or less, lying in the Northwest Quarter of Section 27,
Township 2 South, Range 12 West and being bounded as follows:

North by north line of Said Section 27,
East by Eugene Emerson and Larry Mounts,
South by Larry Mounts and Kathleen Smith et al,
West by Kathleen Smith et al

(See Exhibit "A" attached hereto and made a part hereof)

said land being estimated to comprise 62 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental and other payments hereunder.

[illegible]

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of NINE years from the above date (calculated as "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereunder ("primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereunder ("primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereunder ("primary term") are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

[illegible]

which ninety-day period, ~~shall be~~ ^{paid or} royalty payments may be paid or tendered direct to the royalty owner or owners (as shown on the credit in the depository bank as designated hereunder.

[illegible]

lease regardless of changes of ownership in said land or in the oil and gas or in the tenement therein Dollars (\$)
which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year.
upon like payments or tenders may further be deferred for like periods successive
no manner and upon like payments or tenders may further be deferred for like periods successive
all payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying of
either direct to Lessor at Lessor's above specified address or to said depositary bank, and depositors in interest, the payment or ten
shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or his successors in interest, the payment or ten
of rentals in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. If Lessee shall, on or be
any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or
Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set for
of his right to receive rental, and if such payment or deposit shall be erroneous in any regard amount, or otherwise, Lessee shall be unconditional
persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise, Lessee shall be unconditional
obligated to pay to such Lessee the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner
is if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within
thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary
enable Lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the d
when said first rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights confer

[illegible][illegible]

Exhibit B

7. Lessee shall have free use of oil, gas and water from said land (except water from Lessor's wells, reservoirs and tanks) for all operations necessary on lands consolidated therewith (including repressuring, pressure maintenance, steamflood, acidizing, injecting, waterflooding and secondary recovery operations), and any royalty otherwise payable hereunder shall be computed on the basis of production actually producing any so used. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove any and all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Lessee shall pay for actual damages caused by its operations to growing agricultural crops on said land. No well shall be drilled within two hundred feet (200 feet) of any existing well, any barn or occupied residence now on said land without Lessor's written consent. At the request of a Lessor owning an interest in the surface, any pipelines shall be placed below ordinary plow depth.

9. When drilling, producing or other operations are delayed or interrupted, as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

[illegible]

IN WITNESS WHEREOF, this lease is executed as of the day and year above written

Soc. Sec. No. 311-72-0287

Soc. Sec. No. 317-26-4872

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

GIVEN under my hand and official seal this 10th day of

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

Notary Public

My Commission expires: _____
This form prepared by S. B. Siegel
4525 Holmesdale
Evansville, Ind. 47715

EXHIBIT "A"

Prior to moving drilling equipment onto this lease, Lessee shall pay to Lessor the sum of \$1500.00 as prepaid crop and land damages. This shall apply to any new well drilled on the premises.

After the expiration date of the primary term of this lease, Lessee shall drill at least one additional well each 12 months, following said expiration date, on this lease provided, however, that should more than one well be drilled in any 12 month period the time shall be cumulative. Should Lessee fail to drill any well within the herein called-for time, the undrilled portion of said lease shall be released upon request of Lessor, provided however that this shall not apply to any pooled unit which may have been formed and which contains a part of the herein leased lands.

RECEIVED FOR RECORD

This 17 day of May
A.D. 19 84 of 9:01 o'clock AM
Drawer No. 5
Card No. 3111

Russell Kern
Recorder of Gibson County Fee 17.00

WITNESSETH:

to as "said land") situated in Gibson County, State of Indiana,
in the Northwest Quarter of Sec. 27, bounded as fol:

(See Exhibit "A" attached hereto and made a part hereof)

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within the lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin this said land, including all land added thereto by accretion.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of 10 years from the above date "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or re-operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

[illegible]

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land be pooled, consolidated or unitized, on or before 12/31/2010, the above date this Lease shall terminate as to both parties, unless the Lessee deposits with the Lessor or for the Lessor's credit in the

be pooled, consolidated or utilized, on or before SIX MONTHS
on or before such anniversary date pay or tender to the Lessor or for the Lessor's credit in the
Bank at _____ and shall continue as the depository of any and all sums payable u
or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable u
in the oil and gas or in the rentals to accrue hereunder, the sum of _____

lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____ Dollars (\$_____).

_____ shall operate as a rental and cover the privilege of deferring operations for drilling may further be deferred for like periods such which shall operate as a rental and extenders the commencement of operations for drilling may further be deferred for like periods such

[illegible][illegible][illegible][illegible][illegible][illegible]

file written unit designation, and the acreage of such unit, shall be specified in the assignment. If the acreage of the unit is to be modified, changed or terminated, the assignment shall specify the acreage to be added to or subtracted from the unit. If the unit is to be modified, changed or terminated, the assignment shall specify the acreage to be added to or subtracted from the unit. If the unit is to be modified, changed or terminated, the assignment shall specify the acreage to be added to or subtracted from the unit.

[illegible][illegible]

oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or

[illegible][illegible]

3. When drilling, producing or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the Lessee, the cost of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations; and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such order, rule or regulation.

of this lease shall be subject to all remedies available at law or in equity to enforce compliance with its terms.

part, nor Lessee hold liable in damages for failure to comply therewith if compliance is prevented by force majeure.

order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said land, each party Lessor hereby releasing and waiving all rights of and under

homestead, curtesy, dower and/or other exemption laws, and agrees that Lessee, at its option, may pay and discharge any tax, mortgage, contract

owed, or other lien or encumbrance upon said land, and in the event Lessee does so, Lessee shall be subrogated to all rights and liens pertaining

to with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's

a under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple

e (and whether or not such interest is recited herein), then the royalties and rentals to be paid Lessor shall be reduced proportionately. In the

t of production, hereunder Lessor agrees to execute a division order setting forth his interest therein. Lessee may purchase or lease the rights of

party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any forfeiture nor

any liability to Lessor by reason thereof.

any time to surrender this lease, in whole or in part, to Lessor, or

the Lessor, or by placing a release thereon of record in the

of this agreement as to the acreage

[illegible]

12. The provisions of this lease shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. This lease may be executed in counterpart and each counterpart shall be binding upon the party executing same from and after such execution.

IN WITNESS WHEREOF, this lease is executed as of the day and year above written.

IN WITNESS WHEREOF, this lease is executed as of the day and year above written.

Kathleen B. Smith (Sail)

Laura M. Benson Estate
by Frederick M. Smith, Pres. Rep-
resentative of the Estate of Laura Benson, deceased

Frederick M. Smith (Seal)

Sylvia Jane Frank (Seal)
Sylvia Jane Frank

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

DATE OF 1st } ss.
NAME OF JEFFERSON
Rise, GERARD R. KENDE a Notary Public in and for said County and State, do hereby
I, the undersigned, SYLVIA JANE FRANK
certify that she personally known to me to be the same person... whose name... is/are subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the
uses and purposes therein set forth (including the release and waiver of the right of homestead.)
GIVEN under my hand and official seal this 15 day of Oct 1984, A.D. 1984
Gerard R. Kende
Notary Public

y Commission expires: NT DEATH

ACKNOWLEDGEMENTS FOR NATURALIZATION

DATE OF INDIANA) ss.
COUNTY OF Gibson

I, the undersigned, Linda SWEANY, a Notary Public in and for said County and State, do hereby certify that Kathleen B. Smith & Frederick M. Smith personally known to me, to be the same person, whose name is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this 25th day of October, A.D. 1984
Linda Sweany
Notary Public

My Commission expires: July 4, 1987

My Commission Expires: _____
This form prepared by S. B. Stegall Address _____
4525 Bellemoade
Evansville, Ind. 47715

1. Case
on 11/1/50

EXHIBIT "A"

1. Lessee hereby agrees to pay to Lessor the sum of \$1500.00 prior to moving in to drill on each location on the portion of this lease situate in the Northwest Quarter of Section 27 which sum shall be for land and crop damage, said payment to be made to Frederick M. Smith.
2. Lessee hereby agrees to pay to Lessor, in the manner above set-forth, the sum of \$1000.00 prior to moving in to drill on each location on the portion of this lease situate in the Northeast Quarter of the Southwest Quarter of Section 27 which sum shall be for land damage. Insofar as crop damage is concerned, the parties hereto agree that, after any drilling operation, a timber appraiser approved by both parties shall determine the extent of damage to trees thereon and this shall be the basis for settlement.
3. The location of lease roads and tank batteries shall be mutually agreeable to the parties hereto but such agreement by Lessor shall not be unreasonably withheld.
4. In the event Lessee has abstracts prepared covering the leased premises, said abstracts shall be delivered to and become the property of Lessor within six months of the cessation of drilling operations provided that Lessee shall have the use of same on a temporary basis upon request to Lessor.
5. If no well be commenced on the herein leased land, or on a unit containing a portion of same, within six months of the date hereof, this lease shall be terminated as to both parties, unless Lessee on or before that date shall pay or tender to Lessor at the residence or office of Frederick M. Smith the sum of Ten Dollars per leased acre which shall extend the primary term for an additional Six Months.
6. Production of oil and/or gas shall be deemed to have ceased and the lease expired and abandoned by Lessee or assigns when any twelve month period elapses for which Lessors royalty from the sale of oil and/or gas to the pipeline or refinery purchaser is less than \$500.00. However, Lessee shall have the option to pay the difference between a lesser amount and \$500.00 in order to keep the lease in full force and effect.
7. If the first well drilled on the leased acreage or a unit containing a portion thereof, is a producer, Lessee agrees to drill at least one well per year until all locations as established by the state spacing pattern are drilled, or release the undeveloped acreage if so requested by Lessor. Credit will be given for one year for each well more than one drilled within any one year period. A well will be considered completed upon the first sale of oil and/or gas to the pipeline company. It is further understood that any delay caused by impassable roads or by any governmental regulations will automatically extend the time of drilling until 30 days after such conditions no longer exist.
8. Anything in Paragraph 10 herein to the contrary notwithstanding, Lessor does not warrant title to the herein leased lands but it is understood that Lessee shall have the benefit of all prior warranties in the ~~chain~~ ^{chain} of title.

SIGNED FOR IDENTIFICATION:

RECEIVED FOR RECORD
 This 15 day of Nov
 A.D. 19 24 of 1230 o'clock P.M.
 Drawer No. 1022
 Card No. 633
Russell Kern
 Recorder of Oil and Gas County Fee 7.00

Frederick M. Smith
Kathleen Benson Smith
Frederick M. Smith
 Frederick M. Smith, Personal
 Representative of the Estate
 of Laura Benson, deceased

THIS AGREEMENT, made as of the 10th day of May, 1984, between
Larry J. Mounts and Monica Mounts, his wife.

WITNESSETH:

to as "said land") situated in Gibson County, State of Indiana to:

The North and thereof, leaving 8.41Ac.
(It is understood between the parties hereto that norwell will be drilled on the premises without written consent of Lessor)
(No installations will be placed on the premises without written consent of Lessor).

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the said land, including all land added there by accretion.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well one-eighth (1/8) of that produced from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected, and (b) on gas, including all substances dissolved in the oil, delivered to pipeline or tanks, one-eighth (1/8) royalty the market value of the gas at the time of delivery to the pipeline or tanks.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land be pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties, ~~unless the lessee~~

which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year

5. Lessee is hereby given the power and right, as to all or any part of said land and as to any one or more of the formations or substances contained therein, and without Lessor's joinder or further consent, at any time and as a recurring right either before or after production has commenced therefrom, to drill, re-drill, operate, abandon, plug back, work over, complete, recommission, repair, alter, extend, enlarge, improve, install, remove, replace, vary, modify, change, suspend, terminate, shut-in, or otherwise exercise its full discretion in connection with the operations hereunder.

6. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on adjacent land, the Lessee shall, at its expense, cause the well to be plugged and abandoned, and shall not be entitled to any royalty or other payment thereon.

6. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on 1 pools combined or unitized therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, or if it be within the primary term. Lessee commences or resumes the payment or tender of rentals on or before the rental payment date next ensuing after the expiration of three months from date of completion and abandonment of said dry hole or holes or the resumption of production. If at the expiration of the primary term oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or land consolidated

550.
Raymond
Hewson

31/2

herein called Lessee:

WITNESSETH:

1. Lessor, in consideration of One Dollar (\$1.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, its heirs, assigns and assigns-in-interest, its successors and assigns, all rights and interests in and to the above described land, for the purpose of investigating, exploring by geophysical and other methods, prospecting, drilling, and operating for and producing oil, gases (including but not limited to natural gas, casinghead gas, casinghead gasoline, gas condensate (distillate), hydrogen sulphide gas, helium and any other gas, whether or not combustible or not), liquid hydrocarbons and associated products, whether in solid or liquid state, by any method, including, but not limited to, natural flow, acidizing, fracturing, combustion, steam heating, steam flood, water flood, oil flood, and for injection of any substance; laying out, constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in _____ County, State of _____ Indiana

to-wit:

North by Robert Almon
East by Eugene Emerson
South by Howard Mount
West by Robert Almon
Allin Section 27, Township 2 South, Range 12 West,

(It is understood between the parties hereto that no well will be drilled on the surface of this lease nor any equipment be placed thereon without written consent of Lessor)

said land being estimated to comprise 2.84 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating and making other payments hereunder.

[illegible]

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ONE years from the above date (cal "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered here or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or rework operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

[illegible]

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land is pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties, unless the Lessee or credit in the depository bank as designated hereunder.

or before such anniversary date pay or tender to the Lessor or for the Lessor's credit in the _____ Bank at _____ or its successors which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this Lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____ Dollars (\$_____)

[illegible][illegible][illegible]

therewith, but Lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this lease shall remain in force so long as such operations or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, is produced from said land or land consolidated therewith.

7. Lessee shall have free use of oil, gas and water from said land (except water from Lessor's wells, reservoirs and tanks) for all operations hereunder or on lands consolidated therewith (including repressuring, pressure maintenance, cycling, injecting, waterflooding and secondary recovery operations), and any royalty otherwise payable hereunder shall be computed after deducting any so used. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Lessee shall pay for actual damages caused by its operations to growing agricultural crops on said land. No well shall be drilled within two hundred feet (200 feet) of any barn or occupied residence now on said land without Lessor's written consent. At the request of a Lessor owning an interest in the surface, any pipelines shall be placed below ordinary plow depth.

8. The rights of any party hereunder may be assigned, in whole or in part, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until sixty (60) days after such person acquiring any interest has furnished Lessee with the original recorded instrument or instruments, or a certified copy, or a reproduced copy of the original, recorded instrument or instruments acceptable to Lessee, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a divided portion of said land, the rentals and/or advance annual royalty payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of any other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder as to the assigned acreage, and if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or assignee, or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall make payment of said rentals.

9. When drilling, producing or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said land, each party Lessor hereby releasing and waiving all rights of and under any homestead, curtesy, dower and/or other exemption laws, and agrees that Lessee, at its option, may pay and discharge any tax, mortgage, contract for deed, or other lien or encumbrance upon said land, and in the event Lessee does so, Lessee shall be subrogated to all rights and liens pertaining thereto with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate (and whether or not such interest is recited herein), then the royalties and rentals to be paid Lessor shall be reduced proportionately. In the event of production hereunder, Lessor agrees to execute a division order setting forth his interest therein. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof.

11. Lessee, and Lessee's successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or Lessor's heirs or successors, and assigns, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon, Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage covered hereby so surrendered, and thereafter the rentals or shut-in payments payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. In event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, before or after production has been secured, Lessor shall notify Lessee in writing setting out specifically the alleged facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be a condition precedent to the bringing of any action by Lessor on this lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. The service of such notice or the performance of any acts by Lessee aimed to meet all or any of the alleged breaches shall not be deemed an admission that Lessee has failed to perform any or all of its obligations. If any implied obligations should require the drilling of a well or wells, Lessee shall have sixty (60) days after ultimate judicial ascertainment of the existence of such obligation in which to begin the drilling of such well or wells. The judgment of the Lessee when exercised in good faith in carrying out the purposes of the lease shall be conclusive.

12. The provisions of this lease shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. This lease may be executed in counterpart and any such counterpart shall be binding upon the party executing same from and after such execution.

IN WITNESS WHEREOF, this lease is executed as of the day and year above written.

RECEIVED FOR RECORD

This 17 day of May
A.D. 19 84 of 9:02 o'clock A.M.
Drawer No. 5-1112
Card No. 3112

Recorder of Gibson County

Fee 5.50

STATE OF Indiana
COUNTY OF Gibson

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, Stanley B. Stegall, a Notary Public in and for said County and State, do hereby certify that David Wilson and Pamela Wilson

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this 17 day of May, A.D. 1984

My Commission expires: 1-24-85

Stanley B. Stegall Notary Public
A Resident of Vanderburgh Co., IN.

STATE OF Indiana
COUNTY OF Gibson

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, _____, a Notary Public in and for said County and State, do hereby certify that _____

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this _____ day of _____, A.D. 1984

Notary Public

My Commission expires: _____

This form prepared by S. B. Stegall
4525 Hollenbade
Evansville, Ind. 47715

Address _____

*500 Payne
Reserve*

84 - 24

of Rt. 1, Box 317, Owensville, KY 42365
herein called Lessor (whether one or more), and Reynolds Resources, Inc.,
of Cigar Factory Mall, 1100 Walnut St., Owensboro, KY 42301
herein called Lessee:

[illegible]

South east Quarter of the South west Quarter and the West Half of the South east Quarter except .37 of an Acre in the South west corner of the Northwest Quarter of the South east Quarter, containing 119.67 Ac. and 49.17 Acres in the Northwest Quarter and in the South west Quarter and being bounded on the North by Laura ~~Benson~~ Benson Est., East by Laura Benson Est. and Public road, South by Laura Benson Est. and/or public road and West Laura Benson Est. and/or Public road, All in Section 27, ~~SW~~ T.5, R.12W.

(see Exhibit "A" Attached hereto)

said land being estimated to comprise 166.84 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental or other payments hereunder.

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in lands underlying lakes, streams, ponds, easements and rights-of-way which cross or adjoin the said land, including all land added thereto accretion.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of one years from the above date (a "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered here or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connec-
 Lessee to have the right from time to time, to purchase royalty oil in its possession, paying Lessor for such one-eighth (1/8) royalty the market p-
 at the well for oil of like grade and gravity prevailing on the day the oil is delivered to pipeline or tanks; (b) on gas, including all substai
 contained in such gas, produced from said land and sold by Lessee, one-eighth (1/8) of the net proceeds received by Lessee from the sale of all gas
 reduced and saved and sold from said land by Lessee, except that on any gas (other than gas used royalty free by Lessee as authorized by the lease) at
 the premises by Lessee or used by Lessee for the manufacture of gasoline or other products, the royalty shall be one-eighth (1/8) of the value at
 (d) market price; (e) on any substance produced, saved and sold and not subject to (a) or (b), one-eighth (1/8) of the market value at the well; and (d
 at any time, either before or after the expiration of the primary term of this lease, there shall be no "gas well" shall include wells capable of producing natural
 a portion of said land is consolidated (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural
 condensate, distillate or any gaseous substance) and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (w
 shut in before or after production commences) and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (w
 in the event of a shut-in well (as hereinafter provided) to the owner or owners of the royalty an advance annual royalty which is equal to the amount of d
 herein provided for in this Lease for the acreage then held under this lease by the party making such payment or tender, or, if no delay rentals are provi
 herein, an amount of One Hundred Dollars (\$100.00) per well per year, and if such payment or tender is made it shall be considered under the pr
 provisions of this lease that gas is being produced from said land in paying quantities during any annual period for which no payment or tender is pr
 in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered under the provisions of this lease that
 is being produced from said land in paying quantities during any annual period for which no payment or tender is provided; and when there is a sh
 in gas well or wells on said land or land pooled, unitized or otherwise associated therewith, if this lease is not continued in force under some other provis
 hereof, it shall nevertheless be considered under the provisions of this lease that gas is being produced from said land in paying quantities during any
 said in the preceding paragraph, the ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, will
 within ninety-day period Lessee may commence or resume the payment or tender of the advance royalty as herein provided, all such advance ann
 royalty payments may be paid or tendered direct to the royalty owner or owners (as shown by Lessee's records) or to such royalty owner or own
 credit in the depository bank as designated hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land is pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties, ~~unless the Lessee shall~~

on or before each anniversary date pay or tender to the Lessor or for the Lessor's credit in the Bank at _____ or its successors, which Bank and its successors are the Lessor's agent, and shall continue as the depository of any and all sums payable under this Lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____

Dollars \$_____

which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year; the manner and upon like payments the Lessor tenders the commencement of operations may further be deferred for like periods successive; all payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying date either direct to Lessee at the above specified address or to said depository bank, and depositing same in the United States mails, postage paid; it shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or any successors in interest, the payment or tender of rental in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. If Lessee shall, on or before the rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or if Lessee shall have deposited such rental with a duly authorized depository bank, and if the Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease, acceptance of such rental, or if his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in cash or otherwise) or if Lessee shall have deposited such rental with a duly authorized depository bank, Lessee shall be unconditional persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise, shall be maintained in the same man obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lessor's obligation to accept rental payment or deposit be corrected will as if such erroneous rental payment or deposit had been properly made, provided that the Lessor shall furnish Lessee with documents and other evidence necessary thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary enable Lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the donee when said first rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights conferred

[illegible]

6. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on la pooled, combined or unitized therewith, Lessee should drill and abandon a dry hole or holes (thereon, or if, after discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, or if it be within the primary term Lessee commences or resumes the payment or tender of rentals on said land or on la for the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term months from date of completion and abandonment of said dry hole or holes, or any of them, are not being produced on said land or land consistent oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or land consistent

therewith, but Lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this lease shall remain in force so long as such operations or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas, or their respective cor- stituent products, or any of them, is produced from said land or land consolidated therewith.

7. Lessee shall have free use of oil, gas and water from said land (except water from Lessor's wells, reservoirs and tanks) for all operations hereunder or on lands consolidated therewith (including repressuring, pressure maintenance, cycling, injecting, waterflooding and secondary recovery operations), and any royalty otherwise payable hereunder shall be computed after deducting any so used. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Lessee shall pay for actual damages caused by its operations to growing agricultural crops on said land. No well shall be drilled within two hundred feet (200 feet) of any barn or occupied residence now on said land without Lessor's written consent. At the request of Lessor owning an interest in the surface, any pipelines shall be placed below ordinary plow depth.

8. The rights of any party hereunder may be assigned, in whole or in part, but no change or division in ownership of the land, rentals or royalties however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. Notwithstanding any actual or constructive know- edge of or notice to Lessee, no such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until sixty (60) days after such person acquiring any interest has furnished Lessee with the original recorded instrument or instruments, or a cer- tified copy, or a reproduced copy of the original recorded instrument or instruments acceptable to Lessee, constituting his chain of title from the origin- Lessor. In the event of an assignment of this lease as to a divided portion of said land, the rentals and/or advance annual royalty payable here- under shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of any other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assign- ment, relieve and discharge assignor of any obligations hereunder as to the assigned acreage, and if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or assignee, or fail to comply with any other provi- sion of the lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall make payment of said rentals.

9. When drilling, producing or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied cov- enants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said land, each party Lessor hereby releasing and waiving all rights of and under any homestead, curtesy, dower and/or other exemption laws, and agrees that Lessee, at its option, may pay and discharge any tax, mortgage, contra- for deed, or other lien or encumbrance upon said land, and in the event Lessee does so, Lessee shall be subrogated to all rights and liens pertaining thereto with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate (and whether or not such interest is recited herein), then the royalties and rentals to be paid Lessor shall be reduced proportionately. In the event of production hereunder Lessor agrees to execute a division order setting forth his interest therein. Lessee may purchase or lease the rights in any party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any forfeiture or incur any liability to Lessor by reason thereof.

11. Lessee, and Lessee's successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or Lessor's heirs or successors, and assigns, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon, Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals or shut-in payments payable hereunder shall be reduced in the proportion that the acreage covered hereof is reduced by said release or releases. In event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, before or after production has been secured, Lessor shall notify Lessee in writing setting out specifically the alleged facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be a condition precedent to the bringing of any action by Lessee on this lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. The service of such notice or the performance of any acts by Lessee aimed to meet all or any of the alleged breaches shall not be deemed an admission that Lessee has failed to perform any or all of its obligations. If any implied obligations should require the drilling of a well or wells, Lessee shall have sixty (60) days after ultimate judicial ascertainment of the existence of such obligation in which to begin the drilling of such well or wells. The judgment of the Lessee when exercised in good faith in carrying out the purposes of the lease shall be conclusive.

12. The provisions of this lease shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. This lease may be executed in counterpart at any such counterpart shall be binding upon the party executing same from and after such execution.

IN WITNESS WHEREOF, this lease is executed as of the day and year above written.

Clyde S. Wright
Clyde S. Wright

(Seal)

SS 315-30-3602

(Seal)

Roberta M. Wright
Roberta M. Wright

(Seal)

SS 310-38-7477

STATE OF Indiana } ss.
COUNTY OF Adams }

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, Stanley B. Stegall, a Notary Public in and for said County and State, do hereby certify that Clyde S. Wright and Roberta M. Wright personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this 30th day of April, A.D. 1984

My Commission expires: 1-24-85
Stanley B. Stegall
Notary Public
A resident of Vanderburgh Co

STATE OF _____ } ss.
COUNTY OF _____ }

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this _____ day of _____, A.D. 19____

Notary Public

My Commission expires: _____
This form prepared by S. B. Stegall Address _____
4525 Esterside
Evansville, Ind. 47715

Exhibit H.

Lessee agrees that all pipelines and Electric lines are to be buried below ordinary plow depth.

The sum of \$1500.00 is to be paid Lessor prior to moving drilling rig for each new well drilled on the premises. This money is for advance crop damage and land damage.

If production of oil and/or gas is discovered on the premises, Lessee shall commence the drilling of at least one well during each 12 month period after the expiration of the primary term until all locations permitted under the spacing regulations of the State of Indiana shall have been drilled. Failure to comply with this clause shall obligate Lessee to release to Lessor, at his written request, all un-drilled locations. This clause shall apply to pooled and unpooled locations. Should Lessee, at his assigns, commence more than 1 well each 12 month period, the time shall be cumulative.

Tie to Dr 5

Card 3065

RECEIVED FOR RECORD

This 4 day of May
A.D. 19 84 of 9:30 o'clock A.M.
Drawer No. 5
Card No. 3065

Russell Kern
Recorder of Gibson County Fee 7.00

RECEIVED FOR RECORD

This 17 day of May
A.D. 19 84 of 9:00 o'clock A.M.
Drawer No. 5 - Misc
Card No. 3110

Russell Kern
Recorder of Gibson County Fee 8.00

OIL AND GAS LEASE

THIS AGREEMENT, made as of the 15 day of November, 1984, between Phyllis M. Donley, a single woman

of 6138 Parview SE, Grand Rapids, Michigan 49506
herein called Lessor (whether one or more), and Reynolds Resources, Inc.
of Cigar Factory Mall, 1100 Walnut St., Owensboro, KY 42301
herein called Lessee:

WITNESSETH:

1. Lessor, in consideration of One Dollar (\$1.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, for purposes of investigating, exploring by geophysical and other methods, prospecting, drilling, and operating for and producing oil, gases (including without limitation casinghead gas, casinghead gasoline, gas condensate (distillate), hydrogen sulphide gas, helium and any other gas, whether combustible or not), liquid hydrocarbons and associated products, whether in gaseous, solid or liquid state, by any method, including, but not limited to, natural flow, acidizing, fracturing, combustion, steam soak, steam flood, water flood, oil flood, and for injection of any substance; laying, constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in Gibson County, State of Indiana, to-wit:

37 acres, more or less, lying in the west part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the southwest part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 27 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ and that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying north of Scott Ditch and the S $\frac{1}{2}$ SE $\frac{1}{4}$ and the southwest part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 28, Township 2 South, Range 12 West,

said land being estimated to comprise 261.48 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental or other payments hereunder.

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in any lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the said land, including all land added thereto by accretion.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ONE years from the above date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereby, or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected, Lessee to have the option, from time to time, to purchase royalty oil in its possession, paying Lessor for such one-eighth (1/8) royalty the market price as determined at the well for oil of like grade and gravity prevailing on the day the oil is delivered to pipeline or tanks; (b) on gas, including all substances contained in such gas, produced from said land and sold by Lessee, one-eighth (1/8) of the net proceeds received by Lessee from the sale of all gas produced and saved and sold from said land by Lessee, except that on any gas (other than gas used royalty free by Lessee as authorized by this Lease) used off the premises by Lessee or used by Lessee for the manufacture of gasoline or other products, the royalty shall be one-eighth (1/8) of the value at field market price; (c) on any substance produced, saved and sold not subject to (a) or (b), one-eighth (1/8) of the market value at the well; and (d) if at any time, either before or after the expiration of the primary term of this Lease, there is a gas well or wells on said land or on land with which all or a portion of said land is consolidated (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified or classifiable as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (within the ninety day period hereinafter provided) to the owner or owners of the royalty, an advance annual royalty which is equal to the amount of delay rentals provided for in this Lease for the acreage then held under this lease by the party making such payment or tender, or, if no delay rentals are provided herein, an amount of One Hundred Dollars (\$100.00) per well per year, and if such payment or tender is made it shall be considered under all provisions of this lease that gas is being produced from said land in paying quantities during any annual period for which such royalty is paid or tendered; and when there is a shut-in gas well or wells on said land or land pooled, unitized or consolidated therewith, if this lease is not continued in force under some other provision hereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shut in, or for ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, within which ninety-day period Lessee may commence or resume the payment or tender of the advance royalty as herein provided. All such advance annual royalty payments may be paid or tendered direct to the royalty owner or owners (as shown by Lessee's records) or to such royalty owner or owners' credit in the depository bank as designated hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land may be pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties, unless the Lessee shall, on or before such anniversary date pay or tender to the Lessor or for the Lessor's credit in the

Bank at _____ or its successors which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____ Dollars (\$_____)

which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying date either direct to Lessor at Lessor's above specified address or to said depository bank, and depositing same in the United States mails, postage paid, shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or any successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. This consideration first recited herein, the down payment, covers not only the privilege granted to the Lessor to make such rental payment as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights conferred upon said Lessor.

5. Lessee is hereby given the power and right, as to all or any part of said land and as to any one or more of the formations or substances thereunder, at its option and without Lessor's joinder or further consent, at any time and as a recurring right either before or after production, to pool, consolidate and unitize said land, the leasehold estate and Lessor's interests (including any interests created and/or assigned by Lessor subsequent to the date hereof) therein with the rights of any third parties, if any, in all or any part of said land and with other land, lands, lease, leases, mineral, and royalty rights, or any of them, adjacent, adjoining or located within the vicinity of this lease, whether owned by Lessee or some other person, firm, corporation or governmental agency, so as and in order to create one or more drilling, spacing or production units in compliance with the spacing rules of any lawful authority, or when in Lessee's judgment such will promote the conservation of oil and/or gas. Lessee shall each time file written unit designation for record in the county in which such unit is located, and Lessee shall have the right and power, from time to time, to modify, change or terminate any such plan or agreement. In lieu of the royalties herein provided Lessor shall receive on production from such unit only such portion of the royalties (other than shut-in gas royalties) elsewhere herein specified as the amount of Lessor's acreage hereunder which is pooled in any such unit, or his royalty interest therein on an acreage basis, bears to the total acreage pooled in such unit. The term "royalty" as used in this paragraph shall also include any overriding royalties and payments out of production to which this lease may be subject. The commencement, drilling, conducting of operations, completion of production from a well on any portion of a unit created hereunder shall have the same effect upon the terms of this lease as if a well were commenced, drilled, operations conducted, completed, or producing on the land embraced by this lease and this lease shall not terminate or expire during the life of any such unit.

6. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on land pooled, combined or unitized therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, or if it be within the primary term Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or land consolidated

therewith, but Lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this lease shall remain in force so long as such operations or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, is produced from said land or land consolidated therewith.

7. Lessee shall have free use of oil, gas and water from said land (except water from Lessor's wells, reservoirs and tanks) for all operations hereunder or on lands consolidated therewith (including repressuring, pressure maintenance, cycling, injecting, waterflooding and secondary recovery operations), and any royalty otherwise payable hereunder shall be computed after deducting any so used. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Lessee shall pay for actual damages caused by its operations to growing agricultural crops on said land. No well shall be drilled within two hundred feet (200 feet) of any barn or occupied residence now on said land without Lessor's written consent. At the request of a Lessor owning an interest in the surface, any pipelines shall be placed below ordinary plow depth.

8. The rights of any party hereunder may be assigned, in whole or in part, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until sixty (60) days after such person acquiring any interest has furnished Lessee with the original recorded instrument or instruments, or a certified copy, or a reproduced copy of the original recorded instrument or instruments acceptable to Lessee, constituting his chain of title from the original Lessor. In the event of an assignment of this lease, as to a divided portion of said land, the rentals and/or advance, annual royalty payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one Lessor shall not affect the rights of any other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder as to the assigned acreage, and if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or assignee, or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall make payment of said rentals.

9. When drilling, producing or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said land, each party Lessor hereby releasing and waiving all rights of and under any homestead, dower, and/or other exemption laws, and agrees that Lessee, at its option, may pay and discharge any tax, mortgage, contract for deed, or other lien or encumbrance upon said land, and in the event Lessee does so, Lessee shall be subrogated to all rights and liens pertaining thereto with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple thereof, then the rentals and royalties to be paid Lessor shall be reduced proportionately. In the event of production hereunder Lessor agrees to execute a division order setting forth his interest therein. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof.

11. Lessee, and Lessee's successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or Lessor's heirs or successors, and assigns, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon, Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals or shut-in payments payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. In event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, before or after production has been secured, Lessor shall notify Lessee in writing setting out specifically the alleged facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be a condition precedent to the bringing of any action by Lessor on this lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. The service of such notice or the performance of any acts by Lessee aimed to meet all or any of the alleged breaches shall not be deemed an admission that Lessee has failed to perform any or all of its obligations. If any implied obligations should require the drilling of a well or wells, Lessee shall have sixty (60) days after ultimate judicial ascertainment of the existence of such obligation in which to begin the drilling of such well or wells. The judgment of the Lessee when exercised in good faith in carrying out the purposes of the lease shall be conclusive.

12. The provisions of this lease shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. This lease may be executed in counterpart and any such counterpart shall be binding upon the party executing same from and after such execution.

IN WITNESS WHEREOF, this lease is executed as of the day and year above written.

SEE ADDENDUM ATTACHED HERETO
AND MADE A PART HEREOF

Phyllis M. Donley (Seal)
Phyllis M. Donley 495 18 5706

STATE OF MICHIGAN } ss.
COUNTY OF KENT }

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, PETER N. KRAMER, a Notary Public in and for said County and State, do hereby certify that PHYLLIS M. DONLEY

personally known to me to be the same person... whose name... is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that SHE signed, sealed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this 16TH day of NOVEMBER, A.D. 1984
Notary Public
My Commission expires: DEC. 17, 1985

STATE OF _____ } ss.
COUNTY OF _____ }

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, _____, a Notary Public in and for said County and State, do hereby certify that _____

personally known to me to be the same person... whose name... is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this _____ day of _____, A.D. 19____
Notary Public
My Commission expires: _____

This form prepared by S. B. Stegall Address _____
4525 Bellemeade
Evansville, Ind. 47715

STATE OF KENTUCKY)
) ss.
COUNTY OF Daviess)

On this 26 day of November, 1984, before me, a Notary Public in and for said County, personally appeared Douglas W. Reynolds to me known to be the President of Reynolds Resources, Inc. and acknowledged that he executed the foregoing addendum on behalf of said corporation.

Sandra P. Rose

Notary Public
State at Large County, Kentucky
My commission expires: 4/27/85

RECEIVED FOR RECORD

This 10 day of Dec
A.D. 19 84 of 11:45 o'clock Am
Drawer No. 0161
Card No. 695

Russell Kern

Recorder of Gibson County Fee

↑
8.50

ADDENDUM TO OIL AND GAS LEASE

DATED NOVEMBER 1, 1984

BETWEEN

PHYLLIS DONLEY and REYNOLDS RESOURCES, INC.

13. Notwithstanding any provision hereof to the contrary, this Lease shall not include any property of Lessor other than that expressly described in Paragraph 1 above.
14. Lessee shall pay Lessor an additional rental payment of \$500.00 each time it commences to drill a well on Lessor's property.
15. Lessee shall be liable for all damages it causes to Lessor's property, shall promptly restore Lessor's property to its original condition and agrees that the measure of damages for Lessee's failure to do so shall be the cost of restoring Lessor's property to its original condition.
16. Lessor hereby reserves the right to designate the location of all ingress/egress roadways, tank batteries and pipe and electric lines.

Phyllis M. Donley
Phyllis Donley

REYNOLDS RESOURCES, INC.

By William W. Reynolds
Its president

STATE OF MICHIGAN)
COUNTY OF KENT) ss.
)

On this 16th day of NOVEMBER, 1984, before me, a Notary Public in and for said County, personally appeared Phyllis Donley, to me known to be the person named in the above addendum and acknowledged that she signed the foregoing addendum as her free act and deed.

John N. Kramer
Notary Public
Kent County, Michigan
My commission expires: 12/31/85
JOHN N. KRAMER
Notary Public
Kent County, Michigan
My Commission Expires: 12/31/85

OIL AND GAS LEASE

THIS AGREEMENT, made as of the 18th day of June, 1985, between
Calvin W. Emerson and Martha S. Emerson, husband and wife,

of 5311 Hallwood Court, Indianapolis, IN 46254
herein called Lessor (whether one or more), and Reynolds Resources, Inc.,
of Cigar Factory Mall, 1100 Walnut St., Owensboro, KY 42301
herein called Lessee;

WITNESSETH:

1. Lessor, in consideration of One Dollar (\$1.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, for purposes of investigating, exploring by geophysical and other methods, prospecting, drilling, and operating for and producing oil, gases (including without limitation casinghead gas, casinghead gasoline, gas condensate (distillate), hydrogen sulphide gas, helium and any other gas, whether combustible or not), liquid hydrocarbons and associated products, whether in gaseous, solid or liquid state, by any method, including, but not limited to, natural flow, acidizing, fracturing, combustion, steam soak, steam flood, water flood, oil flood, and for injection of any substance; laying, constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in Gibson County, State of Indiana, to-wit:

Apart of the Northeast Quarter of the Southwest Quarter of Sec. 27, Township 2 South, Range 12 West, described as follows, To-wit:
Beginning in the East line of said quarter quarter section at a point 330 feet north of the southeast corner thereof, said point being in the center of the Coffee Island road, and from thence running northwesterly, along said road, to a rock located 2046 feet east of the northwest corner of the Southwest Quarter of said Sec. 27; thence east, along the north line of said Northeast Quarter of the Southwest Quarter of said section, to the northeast corner thereof; thence south, along the east line of said quarter quarter section, to the place of beginning,

said land being estimated to comprise 7.8 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental or other payments hereunder.

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in any lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the said land, including all land added thereto by accretion.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of One years from the above date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereby, or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected, Lessee to have the option, from time to time, to purchase royalty oil in its possession, paying Lessor for such one-eighth (1/8) royalty the market price as determined at the well for oil of like grade and gravity prevailing on the day the oil is delivered to pipeline or tanks; (b) on gas, including all substances contained in such gas, produced from said land and sold by Lessee, one-eighth (1/8) of the net proceeds received by Lessee from the sale of all gas produced and saved and sold from said land by Lessee, except that on any gas (other than gas used royalty free by Lessee as authorized by this Lease) used off the premises by Lessee or used by Lessee for the manufacture of gasoline or other products, the royalty shall be one-eighth (1/8) of the value at field market price; (c) on any substance produced, saved and sold not subject to (a) or (b), one-eighth (1/8) of the market value at the well; and (d) if at any time, either before or after the expiration of the primary term of this Lease, there is a gas well or wells on said land or on land with which all or a portion of said land is consolidated (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified or classifiable as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (within the ninety day period hereinafter provided) to the owner or owners of the royalty an advance annual royalty which is equal to the amount of delay rentals provided for in this Lease for the acreage then held under this lease by the party making such payment or tender, or, if no delay rentals are provided herein, an amount of One Hundred Dollars (\$100.00) per well per year, and if such payment or tender is made it shall be considered under all provisions of this lease that gas is being produced from said land in paying quantities for one (1) year from the date such payment or tender is made, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from said land in paying quantities during any annual period for which such royalty is paid or tendered; and when there is a shut-in gas well or wells on said land or land pooled, unitized or consolidated therewith, if this lease is not continued in force under some other provision hereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shut in, or for ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, within which ninety-day period Lessee may commence or resume the payment or tender of the advance royalty as herein provided. All such advance annual royalty payments may be paid or tendered direct to the royalty owner or owners (as shown by Lessee's records) or to such royalty owner or owners' credit in the depository bank as designated hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land may be pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties.

Before such anniversary date pay or tender to the Lessor or for the Lessor's credit in the Bank at its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Dollars (\$) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying date, either direct to Lessor at Lessor's above specified address or to said depository bank, and depositing same in the United States mails, postage paid, shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or any successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the Lessee to defer rental payments as aforesaid, but also Lessee's obligation to pay the rental during that period as aforesaid, and any and all other obligations.

5. Lessee is hereby given the power and right, as to all or any part of said land and as to any one or more of the formations or substances thereunder, at its option and without Lessor's joinder or further consent, at any time and as a recurring right either before or after production, to pool, consolidate and unitize said land, the leasehold estate and Lessor's interests (including any interests created and/or assigned by Lessor subsequent to the date hereof) therein with the rights of any third parties, if any, in all or any part of said land and with other land, lands, lease, leases, mineral and royalty rights, or any of them, adjacent, adjoining or located within the vicinity of this lease, whether owned by Lessee or some other person, firm, corporation or governmental agency, so as and in order to create one or more drilling, spacing or production units in compliance with the spacing rules of any lawful authority, or when in Lessee's judgment such will promote the conservation of oil and/or gas. Lessee shall each time file written unit designation for record in the county in which such unit is located, and Lessee shall have the right and power, from time to time, to modify, change or terminate any such plan or agreement. In lieu of the royalties herein provided Lessor shall receive on production from such unit only such portion of the royalties (other than shut-in gas royalties) elsewhere herein specified as the amount of Lessor's acreage hereunder which is pooled in any such unit, or his royalty interest therein on an acreage basis, bears to the total acreage pooled in such unit. The term "royalty" as used in this paragraph shall also include any overriding royalties and payments out of production to which this lease may be subject. The commencement, drilling, conducting of operations, completion of or production from a well on any portion of a unit created hereunder shall have the same effect upon the terms of this lease as if a well were commenced, drilled, operations conducted, completed, or producing on the land embraced by this lease and this lease shall not terminate or expire during the life of any such unit.

6. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on land pooled, combined or unitized therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, or if it be within the primary term Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or land consolidated

mining, quarrying, or any of them, is produced from said land or land consolidated therewith, the Lessor shall have free use of oil, gas and water from said land (except water from Lessor's wells, reservoirs and tanks) for all operations hereunder on the consolidated therewith (including repressuring, pressure maintenance, cycling, injecting, waterflood and secondary recovery operations) and any royalty otherwise payable hereunder shall be computed after deducting any so used. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all property and fixtures owned or leased by Lessee on said land, including the right to draw and remove all casing. Lessee shall pay for actual damages caused by its operations and to growing agricultural crops on said land. No well shall be drilled within two hundred feet (200 feet) of any barn or occupied residence now on said land without Lessor's written consent. At the request of Lessor owning an interest in the surface, any pipelines shall be placed below ordinary plow depth.

[illegible]

9. When drilling, producing or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said land, each party Lessor hereby releasing and waiving all rights of and under any homestead, curtesy, dower and/or other exemption laws, and agrees that Lessee, at its option, may pay and discharge any tax, mortgage, contract for deed, or other lien or encumbrance upon said land, and in the event Lessee does so, Lessee shall be subrogated to all rights and liens pertaining thereto with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying the same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple rights under the warranty in the event of failure of title, then the royalties and rentals in and to Lessor shall be reduced proportionately. In the event of production hereunder Lessor agrees to execute a division order setting forth his interest therein. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof.

11. Lessee, and Lessee's successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or the Lessor's heirs or successors, and, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon, Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage covered hereby so surrendered, and thereafter the rentals or shut-in payments payable hereunder shall be reduced in the proportion that the acreage covered hereby so surrendered bears to the acreage covered hereby by this lease. If, however, the rentals or shut-in payments payable hereunder shall have been reduced by any such release or releases, in event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, before or after production has been secured, Lessor shall notify Lessee in writing setting out specifically the alleged facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to meet or commence to meet the obligations of this lease, and if Lessee fails to do so within the sixty (60) days after service of such notice on Lessee, the service of such notice or the performance of any acts by Lessee aimed to meet all or any of the obligations of this lease shall not be deemed an admission that Lessee has failed to perform any or all of its obligations. If any implied obligation should require the drilling of a well or wells, Lessee shall have sixty (60) days after ultimate judicial ascertainment of the existence of such obligation in which to begin the drilling of such well or wells. The judgment of the Lessee when exercised in good faith in carrying out the purposes of the lease shall be conclusive.

12. The provisions of this lease shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. This lease may be executed in counterpart and any such counterpart shall be binding upon the party executing same from and after such execution.

IN WITNESS WHEREOF, this lease is executed as of the day and year above written.

RECEIVED FOR RECORD

This 12 day of July

A.D. 19 85 of 9:10 o'clock A.M.

Drawer No. 1022

Card No. 1534

Russell Kern

Recorder of Gibson County Fee 5.50

Calvin W. Emmerson (Beal)

Soc. Sec. #

Martha S. Emerson (Seal)

S. Emerson
Soc. Ser. # 303-44-6582

STATE OF Indiana }
COUNTY OF Marion } 39.

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, Margie A. Ford, a Notary Public in and for said County and State, do hereby certify that Calvin W. Emerson

personally known to me to be the same person.... whose name.... is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this 5 day of July, A.D. 1985

My Commission expires: 9-14-85 MARJORIE A. FORD
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, _____, a Notary Public in and for said County and State, do hereby certify that _____

personally known to me to be the same person.... whose name... is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

..... day of A.D. 1-9.....

Notary Public

My Commission expires:

S. B. Stegall _____ Address _____

4525 Ballemead
Evansville, Ind. 47715

85-6

OIL AND GAS LEASE

THIS AGREEMENT, made as of the 2nd day of November, 1984, between Kathleen B. Smith and Frederick M. Smith, wife and husband, Sylvia Jane Frank, a married woman and Frederick M. Smith, Personal Representative of the Estate of Laura Benson, deceased, of X Frederick M. Smith, Rt. 1, Owensville, IN 47665, herein called Lessor (whether one or more), and Reynolds Resources, Inc., of Cigar Factory Mall, 1100 Walnut St., Owensboro, KY 42301 herein called Lessee:

WITNESSETH:

1. Lessor, in consideration of One Dollar (\$1.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, for purposes of investigating, exploring by geophysical and other methods, prospecting, drilling, and operating for and producing oil, gases (including without limitation casinghead gas, casinghead gasoline, gas condensate (distillate), hydrogen sulphide gas, helium and any other gas, whether combustible or not), liquid hydrocarbons and associated products, whether in gaseous, solid or liquid state, by any method, including, but not limited to, natural flow, acidizing, fracturing, combustion, steam soak, steam flood, water flood, oil flood, and for injection of any substance; laying, constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in Gibson County, State of Indiana, to-wit:

Southwest part of the Southwest Quarter of the Northwest Quarter; Northwest Quarter of the Southwest Quarter except a portion on the southwest part thereof and except that part north of the road in the northeast corner; east part of the Southwest Quarter of the Southwest Quarter, all in Section 27, and the Northeast Quarter of the Northeast Quarter; Southeast Quarter of the Northeast Quarter; Northeast part of the Northeast Quarter of the Southeast Quarter and that part of the Southwest Quarter of Northeast Quarter lying south of Scott Ditch, all in Section 28, All in Township 2 South, Range 12 West,

said land being estimated to comprise 156 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental or other payments hereunder.

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in any lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the said land, including all land added thereto by accretion.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of One years from the above date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereby, or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected. Lessee to have the option, from time to time, to purchase royalty oil in its possession, paying Lessor for such one-eighth (1/8) royalty the market price as determined at the well for oil of like grade and gravity prevailing on the day the oil is delivered to pipeline or tanks; (b) on gas, including all substances contained in such gas, produced from said land and sold by Lessee, one-eighth (1/8) of the net proceeds received by Lessee from the sale of all gas produced and saved and sold from said land by Lessee, except that on any gas (other than gas used royalty free by Lessee as authorized by this Lease) used off the premises by Lessee or used by Lessee for the manufacture of gasoline or other products, the royalty shall be one-eighth (1/8) of the value at field market price; (c) on any substance produced, saved and sold not subject to (a) or (b), one-eighth (1/8) of the market value at the well; and (d) if at any time, either before or after the expiration of the primary term of this Lease, there is a gas well or wells on said land or on land with which all or a portion of said land is consolidated (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified or classifiable as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (within the ninety-day period hereinafter provided) to the owner or owners of the royalty an advance annual royalty which is equal to the amount of delay rentals provided for in this Lease for the acreage then held under this lease by the party making such payment or tender, or, if no delay rentals are provided hereinafter, an amount of One Hundred Dollars (\$100.00) per well per year, and if such payment or tender is made it shall be considered under all provisions of this lease that gas is being produced from said land in paying quantities for one (1) year from the date such payment or tender is made, and is being produced from said land in paying quantities during any annual period for which such royalty is paid or tendered; and when there is a shut-in gas well or wells on said land or land pooled, unitized or consolidated therewith, if this lease is not continued in force under some other provision hereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shut in, or for ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, within which ninety-day period Lessee may commence or resume the payment or tender of the advance royalty as herein provided. All such advance annual royalty payments may be paid or tendered direct to the royalty owner or owners (as shown by Lessee's records) or to such royalty owner or owners' credit in the depository bank as designated hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land may be pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties unless the Lessee shall on or before such anniversary date pay or tender to the Lessor or to the Lessor's credit in the

Bank of _____ or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this Lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____ Dollars (\$_____)

which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying date either direct to Lessor at Lessor's above specified address or to said depository bank, and depositing same in the United States mails, postage paid shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or any successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights conferred.

5. Lessee is hereby given the power and right, as to all or any part of said land and as to any one or more of the formations or substances thereunder, at its option and without Lessor's joinder or further consent, at any time and as a recurring right either before or after production, to pool, consolidate and unitize said land, the leasehold estate and Lessor's interests (including any interests created and/or assigned by Lessor subsequent to the date hereof) therein with the rights of any third parties, if any, in all or any part of said land and with other land, lands, lease, leases, mineral, and royalty rights, or any of them, adjacent, adjoining or located within the vicinity of this lease, whether owned by Lessee or some other person, firm, corporation or governmental agency, so as and in order to create one or more drilling, spacing or production units in compliance with the spacing rules of any lawful authority, or when in Lessee's judgment such will promote the conservation of oil and/or gas. Lessee shall each time file written unit designation for record in the county in which such unit is located, and Lessee shall have the right and power, from time to time, to modify, change or terminate any such plan or agreement, in lieu of the royalties herein provided Lessor shall receive on production from such unit only such portion of the royalties (other than shut-in gas royalties) elsewhere herein specified as the amount of Lessor's acreage hereunder which is pooled in any such unit, or his royalty interest therein on an acreage basis, bears to the total acreage pooled in such unit. The term "royalty" as used in this paragraph shall also include any overriding royalties and payments out of production to which this lease may be subject. The commencement, drilling, conducting of operations, completion of or production from a well on any portion of a unit created hereunder shall have the same effect upon the terms of this lease as if a well were commenced, drilled, operations conducted, completed, or producing on the land embraced by this lease and this lease shall not terminate or expire during the life of any such unit.

6. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on land pooled, combined or unitized therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, or if it be within the primary term Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or land consolidated

[illegible][illegible][illegible][illegible]

...HEREOF, this lease is executed as of the day and year above written.

Kathleen D. Smith
 Soc. Sec. No. 315-30-1979
 Frederick M. Smith
 Soc. Sec. No. 315-30-1979
 (Beal)

2 M. Boyer Est.
Fred. Soc. No. 228542508
Sylvia Jane Frank
Soc. Sec. No. 228542508
NATURAL PERSONS

ACKNOWLEDGEMENTS FOR NATURAL

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

LOUISIANA
JEFFERSON
GERARD R. KEENE
SYLVIA JANE FRANK
underlined. _____
that _____
y known to me to be the same person... whose name _____ is/are subscribed to the foregoing instrument, appeared before me this day in person
acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the
id purposes therein set forth (including the release and waiver of the right of homestead.)
VEN under my hand and official seal this _____ day of _____
A.D. 1984
Notary Public
ACKNOWLEDGEMENTS FOR NATURAL PERSONS
County and State, do hereby

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

VEN under my hand and official seal this _____ day of _____, 19____.

ommission expires: AT DEATH

TE OF Indiana

NTY OF Gibson } ss.

I, the undersigned, Joni Wright

Kathleen b. Smith and Frederick M. Smith

I certify that _____, a Notary Public in and for said County and State, do here-

ersonally known to me to be the same persons whose names is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they _____, free and voluntary act for the

purposes therein set forth (including the release and waiver of the right of homestead.)

December _____, 1984

Joni Wright Notary Public

Joni Wright resident of Gibson Co., In.

EXHIBIT "A"

1. Lessee hereby agrees to pay to Lessor the sum of \$1500.00 prior to moving in to drill on each location on this lease which falls on land other than timber land. This sum shall be for land and crop damage and shall be made to Frederick M. Smith.
2. Lessee hereby agrees to pay to Lessor, in the manner above set forth, the sum of \$1000.00 prior to moving in to drill on each location on this lease which falls on timber land, which sum shall be for land damage. Insofar as crop damage is concerned, the parties hereto agree that, after any drilling operation, a timber appraiser approved by both parties shall determine the extent of damage to trees thereon and this shall be the basis for settlement.
3. The location of lease roads and tank batteries shall be mutually agreeable to the parties hereto but such agreement shall not be unreasonably withheld.
4. In the event Lessee has abstracts prepared covering the leased premises, said abstracts shall be delivered to, and become the property of, Lessor within six months of the cessation of drilling operations provided that Lessee shall have the use of same on a temporary basis upon request to Lessor.
5. If no well be commenced on the herein leased land, or on a unit containing a portion of the same, within one year of the date hereof, this lease shall be terminated as to both parties.
6. Production of oil and/or gas shall be deemed to have ceased and the lease expired and abandoned by Lessee or assigns when any twelve (12) month period elapses for which Lessors royalty from the sale of oil and/or gas to the pipeline or refinery purchaser is less than \$500.00. However, Lessee shall have the option to pay the difference between a lesser amount and \$500.00 in order to keep the lease in full force and effect.
7. If the first well drilled on the leased acreage or a unit containing a portion thereof, is a producer, Lessee agrees to drill at least one well per year until all locations as established by the state spacing pattern are drilled, or release the undeveloped acreage if so requested by Lessor. Credit will be given for one year for each well more than one drilled within any one year period. A well will be considered completed upon the first sale of oil and/or gas to the pipeline company. It is further agreed that any delay caused by impassable roads or by any governmental regulations will automatically extend the time of drilling until 30 days after such conditions no longer exist.
8. Anything in Paragraph 10 herein to the contrary notwithstanding, Lessor does not warrant title to the herein leased lands but it is understood that Lessee shall have the benefit of all prior warranties in the chain of title.

SIGNED FOR IDENTIFICATION:

Frederick M. Smith
Frederick M. Smith

Abner J. Reed
Frederick M. Smith
Frederick M. Smith

RECEIVED FOR RECORD
This 2 day of Jan
A.D. 19 85 of 9:00 o'clock A.M.
Drawer No. 1-082
Card No. 798
Russell Kern
Recorder of Gibson County Feb. 7 1985

OIL AND GAS LEASE

THIS AGREEMENT, made as of the 27th day of October, 1983, between

Edgar C. Emerson, and Anne Emerson, his wife,

of Rt. 3, Owensboro, TN 37445
herein called Lessor (whether one or more), and Reynolds Resources, Inc.
of Cigar Factory Mall, 1100 Walnut St., Owensboro, KY 42301
herein called Lessee:

WITNESSETH:

1. Lessor, in consideration of One Dollar (\$1.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, for purposes of investigating, exploring by geophysical and other methods, prospecting, drilling, and operating for and producing oil, gases (including without limitation casinghead gas, casinghead gasoline, gas condensate (distillate), hydrogen sulphide gas, helium and any other gas, whether combustible or not), liquid hydrocarbons and associated products, whether in gaseous, solid or liquid state, by any method, including, but not limited to, natural flow, acidizing, fracturing, combustion, steam soak, steam flood, water flood, oil flood, and for injection of any substance, laying, constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in Edmon County, State of Indiana, to-wit:

West Half of the Northeast Quarter and 10 Ac., more or less, off the West side of the Southeast Quarter of the Northeast Quarter, all in Section 27, Township 2 South, Range 12 West,

said land being estimated to comprise 90 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental or other payments hereunder.

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in any lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the said land, including all land added thereto by accretion.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of One (1) years from the above date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereby, or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected, Lessee to have the option, from time to time, to purchase royalty oil in its possession, paying Lessor for such one-eighth (1/8) royalty the market price as determined at the well for oil of like grade and gravity prevailing on the day the oil is delivered to pipeline or tanks; (b) on gas, including all substances contained in such gas, produced from said land and sold by Lessee, one-eighth (1/8) of the net proceeds received by Lessee from the sale of all gas produced and saved and sold from said land by Lessee, except that on any gas (other than gas used royalty free by Lessee as authorized by this Lease) used off the premises by Lessee or used by Lessee for the manufacture of gasoline or other products, the royalty shall be one-eighth (1/8) of the value at field market price; (c) on any substance produced, saved and sold and not subject to (a) or (b), one-eighth (1/8) of the market value at the well; and (d) if at any time, either before or after the expiration of the primary term of this Lease, there is a gas well or wells on said land or on land with which all or a portion of said land is consolidated (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified or classifiable as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (within the ninety day period hereinafter provided) to the owner or owners of the royalty an advance annual royalty which is equal to the amount of delay rentals provided for in this Lease for the acreage then held under this lease by the party making such payment or tender, or, if no delay rentals are provided herein, an amount of One Hundred Dollars (\$100.00) per well per year, and if such payment or tender is made it shall be considered under all provisions of this lease that gas is being produced from said land in paying quantities for one (1) year from the date such payment or tender is made, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from said land in paying quantities during any annual period for which such royalty is paid or tendered; and when there is a shut-in gas well or wells on said land or land pooled, unitized or consolidated therewith, if this lease is not continued in force under some other provision hereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shut in, or for ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, within which ninety-day period Lessee may commence or resume the payment or tender of the advance royalty as herein provided. All such advance annual royalty payments may be paid or tendered direct to the royalty owner or owners (as shown by Lessee's records) or to such royalty owner or owners' credit in the depository bank as designated hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land may be pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties, unless the Lessor shall so or before such anniversary date pay or tender to the Lessor, or for the Lessor's credit in the

Bank at
or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this Lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____

Dollars (\$
which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying date either direct to Lessor at Lessor's above specified address or to said depository bank, and depositing same in the United States mails, postage paid shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or any successor's interest, the payment of tender of rentals in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the Lessor when said first rental is payable as aforesaid, but also Lessor's option of extending that period as aforesaid, and any and all other rights conferred

5. Lessee is hereby given the power and right, as to all or any part of said land and as to any one or more of the formations or substances thereunder, at its option and without Lessor's joinder or further consent, at any time and as a recurring right either before or after production, to pool, consolidate and unitize said land, the leasehold estate and Lessor's interests (including any interests created and/or assigned by Lessor subsequent to the date hereof) therein with the rights of any third parties, if any, in all or any part of said land and with other land, lands, lease, leases, mineral, and royalty rights, or any of them, adjacent, adjoining or located within the vicinity of this lease, whether owned by Lessee or some other person, firm, corporation or governmental agency, so as and in order to create one or more drilling, spacing or production units in compliance with the spacing rules of any lawful authority, or when in Lessee's judgment such will promote the conservation of oil and/or gas. Lessee shall each time file written unit designation for record in the county in which such unit is located, and Lessee shall have the right and power, from time to time, to modify, change or terminate any such plan or agreement. In lieu of the royalties herein provided Lessor shall receive on production from such unit only such portion of the royalties (other than shut-in gas royalties) as an acreage basis, bears to the total acreage pooled in such unit. The term "royalty" as used in this paragraph shall also include any overriding royalties and payments out of production to which this lease may be subject. The commencement, drilling, conducting of operations, completion of or production from a well on any portion of a unit created hereunder shall have the same effect upon the terms of this lease as if a well were commenced, drilled, operations conducted, completed, or producing on the land embraced by this lease and this lease shall not terminate or expire during the life of any such unit.

6. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on land pooled, combined or unitized therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, or if it be within the primary term Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or land consolidated

therewith, but Lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this lease shall remain in force so long as such operations or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, is produced from said land or land consolidated therewith.

7. Lessee shall have free use of oil, gas and water from said land (except water from Lessor's wells, reservoirs and tanks) for all operations hereunder or on lands consolidated therewith (including repressuring, pressure maintenance, cycling, injecting, waterflooding and secondary recovery operations), and any royalty otherwise payable hereunder shall be computed after deducting any so used. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Lessee shall pay for actual damages caused by its operations to growing agricultural crops on said land. No well shall be drilled within two hundred feet (200 feet) of any born or occupied residence now on said land without Lessor's written consent. At the request of a Lessor owning an interest in the surface, any pipelines shall be placed below ordinary plow depth.

8. The rights of any party hereunder may be assigned, in whole or in part, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until sixty (60) days after such person acquiring any interest has furnished Lessee with the original recorded instrument or instruments, or a certified copy, or a reproduced copy of the original recorded instrument or instruments acceptable to Lessee, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a divided portion of said land, the rentals and/or advance annual royalty payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one under shall not affect the rights of any other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder as to the assigned acreage, and if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or assignee, or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall make payment of said rentals.

9. When drilling, producing or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said land, each party Lessor hereby releasing and waiving all rights of and under any homestead, curtesy, dower and/or other exemption laws, and agrees that Lessee, at its option, may pay and discharge any tax, mortgage, contract for deed, or other lien or encumbrance upon said land, and in the event Lessee does so, Lessee shall be subrogated to all rights and liens pertaining thereto with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate (and whether or not such interest is recited herein), then the royalties and rentals to be paid Lessor shall be reduced proportionately. In the event of production hereunder Lessor agrees to execute a division order setting forth his interest therein. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof.

11. Lessee, and Lessee's successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or Lessor's heirs or successors, and assigns, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon, Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals or shut-in payments payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. In event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, before or after production has been secured, Lessor shall notify Lessee in writing setting out specifically the alleged facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be a condition precedent to the bringing of any action by Lessor on this lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. The service of such notice or the performance of any acts by Lessee aimed to meet all or any of the alleged breaches shall not be deemed an admission that Lessee has failed to perform any or all of its obligations. If any implied obligations should require the drilling of a well or wells, Lessee shall have sixty (60) days after ultimate judicial ascertainment of the existence of such obligation in which to begin the drilling of such well or wells. The judgment of the Lessee when exercised in good faith in carrying out the purposes of the lease shall be conclusive.

12. The provisions of this lease shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. This lease may be executed in counterpart and any such counterpart shall be binding upon the party executing same from and after such execution.

IN WITNESS WHEREOF, this lease is executed as of the day and year above written.

RECEIVED FOR RECORD

This 4 day of May
A.D. 19 84 of 10:00 o'clock AM
Drawer No. 5
Card No. 3067

Russell Kern
Recorder of Gibson County Fee 5.50

Eugene C. Emerson (Seal)
Eugene C. Emerson
214-14-0667
Social Sec. No.

Eugene Emerson (Seal)
Eugene Emerson

STATE OF Indiana }
COUNTY OF Gibson }

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, Stanley B. Stegall, a Notary Public in and for said County and State, do hereby certify that Eugene C. Emerson, personally known to me to be the same person, whose name, is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this 29th day of April, A.D. 19 83

My Commission expires: 1-24-85
Stanley B. Stegall Notary Public
A Resident of Vanderburgh Co., IN.

STATE OF _____ }
COUNTY OF _____ }

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, _____, a Notary Public in and for said County and State, do hereby certify that _____, personally known to me to be the same person, whose name, is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this _____ day of _____, A.D. 19 _____

Notary Public

My Commission expires: _____

This form prepared by S. B. Stegall Address _____
4525 Bellemore
Evansville, Ind. 47715

Form-OG/P

OIL AND GAS LEASE
Indiana Form

THIS AGREEMENT made and entered into this _____ day of _____ 20____
by and between Frederick L. Douglas and Sharon J. Douglas, Husband and Wife
4555 W. State Road 168, Owensville, IN 47665
party of the first part, hereinafter called lessor (whether one or more) and Southern Triangle Oil Company
P.O. Box 427, Mt. Carmel, IL 62863-0427
party of the second part, hereinafter called lessee.

WITNESSETH that Lessor, for and in consideration of Ten DOLLARS (\$ 10.00) cash in hand, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said Lessee, successors and assigns, the land hereinafter described, with the exclusive right for the purpose of drilling, exploring, geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, and the exclusive right of injecting water, brine and other fluids and gases into subsurface strata, with rights of way and easement, laying pipe lines, telephone lines, tanks, stations, gasoline plants, roadways, and fixtures for producing, treating, caring for such products, and any and all other rights and privileges necessary, incident to, or convenient for economical operation alone or conjointly with neighboring land, and to produce, save and take care of said products.

The land leased hereby is all that certain tract of land situated in the County Gibson State of Indian described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

of Section 27 Township 2 South Range 12 West, and containing 65.5 acres more or less

It is intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor.

It is agreed that this lease shall remain in force for a term of Two (2) year(s) from this date and as long thereafter as oil, gas, casinghead gas, or any of them is produced from said leased premises or operations for drilling are continued hereinafter provided, or operations are continued for the injection or disposal of water, brine and other fluids into subsurface strata. Provided, however, that for injection or disposal purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect his wells, the equal or eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into pipeline or into storage tanks.

2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for stoves and inside lights in the principal dwelling house on said land during the same time by making his own connection with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, payments to be made monthly.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation the except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of lessor.

Lessee shall pay for damage caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein, first mentioned.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any local authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessor shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract regardless of when, where or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production operation on said lands sufficient to keep this agreement in full force and effect, the Lessee may pay as royalty \$50.00 Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the lessor or the depository bank to be specified by the Lessor. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period in which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above desc lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor h agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money \ may become due the lessor under the terms of this lease.

Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, or production royalty as the result o prior oil and gas lease covering any or all of the above described land, and that there are no commercially producing currently existing on said land, or upon other lands within the boundaries of a drilling or production unit utilizing all part of the above described land.

Initials _____ Initials _____

The undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and releas rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead m any way affect the purpose for which this lease is made as recited herein.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive or rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor le held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, ru regulation, or is due to an act of God.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF IWE SIGN, this the _____ day of _____ 20 _____.

Frederick L. Douglas (SEAL) Sharon J. Douglas (SE
Frederick L. Douglas Sharon J. Douglas

_____(SEAL) _____(SE.

_____(SEAL) _____(SE.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. Printed Name: **Craig Kendall**
This instrument was prepared by **Craig Kendall, 7235 N. Green River Rd., Evansville, IN 47725**

ACKNOWLEDGMENT TO THE LEASE

STATE OF Indiana

COUNTY OF Gibson

ss.

I, Craig Kendall, Notary Public in and for said County in the State aforesaid, do hereby certify that Frederick L. Douglas and Sharon J. Douglas, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 16th day of May, 2014.

Craig Kendall
Notary Public

County of Residence Vanderburg

My Commission Expires 11-9-17

ACKNOWLEDGMENT TO THE LEASE

STATE OF _____

COUNTY OF _____

ss.

I, _____, Notary Public in and for said County in the State aforesaid, do hereby certify that _____ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this _____ day of _____, 20____.

Notary Public

County of Residence _____

My Commission Expires _____

"EXHIBIT A"

Attached to and make a part of Oil and Gas Lease dated 5-16, 2014, by and between Frederick L. Douglas and Sharon J. Douglas, as lessor, and Southern Triangle Oil Company as lessee.

LEGAL DESCRIPTION

A part of the Southeast Quarter of the Southeast Quarter of Section Twenty-Seven (27), Township Two (2) S, Range Twelve (12) West, Gibson County, Indiana, bounded as follows:

Beginning at a rock at the Northeast corner of the Southeast Quarter of said Southeast Quarter; thence west 24.60 chains along the northern boundary line of said quarter section to a rock; thence south 4.50 chains to a rock; thence south 74 degrees east 25.70 chains to a rock on the eastern boundary line of said section; thence north 12 chains to the place of beginning, containing 5 acres, more or less;

Also, the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, except the following described tract: beginning at the northwest corner of said quarter quarter section, and running thence east 16 rods; thence south 15 rods; thence west 16 rods to the west line of said quarter quarter section; thence north 15 rods to the place of beginning, containing 1.5 acres, and containing, exclusive of said exception, 38.5 acres, more or less;

Also, the Southeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 12 West, except eight (8) acres off the west side of said quarter quarter section;

And also excepting the following described tract: A southwest corner part of the Northeast Quarter of the Southeast Quarter and a north center part of the Southeast Quarter of the Southeast Quarter all of Section 27 Township 2 South, Range 12 West, in Montgomery Township, Gibson County, Indiana, and further described follows: begin at an iron set in the southwest corner of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, and bear north along the west line of said quarter quarter section a distance of 814.70 feet to a 5/8 inch iron set in an old fence; thence bear south 52 degrees and 30 minutes east more or less, a distance of 929.33 feet to an iron; thence bear south 5 degrees 07.1 minutes east more or less a distance of 253.07 feet, more or less, to the south line of said quarter quarter section, which point is 754.08 feet more or less, east of the point of beginning; thence continue south 5 degrees 07.1 minutes east more or less a distance of 219.1 feet to a 5/8 inch iron set on the property line as of 1972, between Noble Tison on the north and Paul Scott on the southwest; thence bear north 74 degrees west along said property line a distance of 241.5 feet to a 5/8 inch iron; thence bear north 4.50 chains (two pole) a distance of 148.5 feet to a 5/8 inch iron set in the north line of the southeast quarter of the southeast quarter of said section; thence bear west 536.91 feet to point of beginning, and containing 10 acres, more or less, but subject to part of a public road right-of-way off of the above tract along the fifth and last call of said description.

Containing exclusive of said exceptions 65.5 acres, more or less.

EXHIBIT "B"

Attached to and made a part of Oil and Gas Lease dated 5-16, 20 14, by and between Frederick L. Douglas and Sharon J. Douglas, as Lessor, and Southern Triangle Oil Company, as Lessee:

Lessor hereby ratifies and confirms the terms and conditions of the Scott Branch Unit Agreement, which appears of record in Book _____, Pages _____ inclusive, in the Recorder's Office of Gibson County, Indiana, with the Oil and Gas Lease being effective as of the effective date thereof.

Lessee agrees not to drill an injection well on Lessor's said property without prior written consent from Lessor.

RUN DATE: 2/26/14
RUN TIME: 17:23:59

ADVALOREM STATEMENT
Countrymark Refining and Logistics, LLC
1200 Refinery Road
Mt Vernon, IN 47620
(812) 838-8141 or (800) 832-5490 Ext. 8141

PAGE: 1
STATE: IN

OPERATOR: 0006990 - SOUTHERN TRIANGLE OIL CO

LEASE: 0041350 ROBERT ALMON ETAL COMM #1

COUNTY: GIBSON

BARRELS:

DOLLARS:

Owner Number	Social Security or Federal ID Number	Owner Name and Address	Type	Percent of Interest
0013742		ROBERT ALMON & MARCIA ALMON 9659 W STATE ROUTE OWENSVILLE IN 47665-8758	R	.00981200
0056815		FREDERICK M SMITH PERS REP LAURA M BENSON ESTATE REGENCY VILLA 1600 VIA DE LUNA APT W 304 PENSACOLA FL 32561-2365	R	.00402400
0141327		ROY A WRIGHT 8153 W 400 S OWENSVILLE IN 47665-9023	R	.00284380
0141328		JOYCE WRIGHT 600 S MAIN ST FORT BRANCH IN 47648-1726	R	.00284380
0141329		LOIS ALVIS 8897 W 350 S OWENSVILLE IN 47665-9016	R	.00284380
0141330		MARY FARRAR 2200 BARRETT SWITCH RD POSEYVILLE IN 47633-8617	R	.00284380
0141341		JERRY L WRIGHT C/O JOYCE WRIGHT AIF 600 S MAIN ST FORT BRANCH IN 47648-1726	R	.00284380
0268855		SYLVIA BENSON FRANK PO BOX 759 GULF BREEZE FL 32562-0759	R	.02598800
0565635		LARRY J MOUNTS & MONICA MOUNTS PO BOX 36 FORT BRANCH IN 47648-0036	R	.03515700
0768045		KATHLEEN BENSON SMITH 1600 VIA DE LUNA DR APT W304 PENSACOLA BEACH FL 32561-2365	R	.02598800
0957956		PERRY SWEPPY JR 82 WEATHERSTONE PKWY MARIETTA GA 30068-3480	R	.00981200
		ROYALTY TOTAL:		.12500000
0008250		DEAN W ALGER 9005 BAYWOOD CIR INDIANAPOLIS IN 46256-4332	OR	.01367200
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612	OR	.00922800
0177614		WINDGATE PROPERTIES LLC PO BOX 354 CONNERSVILLE IN 47331-0354	OR	.00205100
0212458		SUZANNE C DUBOIS 1919 EATON AVE OWENSBORO KY 42301-4308	OR	.00922800

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

Exhibit C

RUN DATE: 2/20/14
 RUN TIME: 17:23:59

Countrymark Refining and Logistics, LLC
 1200 Refinery Road
 Mt Vernon, IN 47620
 (812) 838-8141 or (800) 832-5490 Ext. 8141

STATE: IN

OPERATOR: 0006990 - SOUTHERN TRIANGLE OIL CO

LEASE: 0041350 ROBERT ALMON ETAL COMM #1

COUNTY: GIBSON

BARRELS:

DOLLARS:

Owner Number	Social Security or Federal ID Number	Owner Name and Address	Type	Percent of Interest
0667815		BARBARA A REYNOLDS 4129 HUNTING CREEK DR OWENSBORO KY 42303-7554	OR	.01845700
0667820		BRYAN R REYNOLDS 4237 SPRING BANK DR OWENSBORO KY 42303-7564	OR	.00102600
0667847		DOUGLAS W REYNOLDS JR 4530 DOE RUN OWENSBORO KY 42303-1855	OR	.00102600
		OVERRIDING ROYALTY TOTAL:		.05468800
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612	W	.56396500
0428500		KENDALL DRILLING CO INC 7235 N GREEN RIVER RD EVANSVILLE IN 47725-7322	W	.05126900
0588492		NEW TRIANGLE OIL COMPANY PO BOX 427 MOUNT CARMEL IL 62863-0427	W	.20507800
LEGAL DESCRIPTION: THE SE/4 OF THE NW/4, SEC. 27, TNP. 2 S, RG. 12 W, GIBSON COUNTY, INDIANA.				
		WORKING TOTAL:		.82031200
		INTEREST TOTAL:		1.00000000

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

RUN DATE: 2/26/14
 RUN TIME: 17:23:59

ADVALOREM STATEMENT
 Countrymark Refining and Logistics, LLC
 1200 Refinery Road
 Mt Vernon, IN 47620
 (812) 838-8141 or (800) 832-5490 Ext. 8141

PAGE: 1
 STATE: IN

OPERATOR: 0006990 - SOUTHERN TRIANGLE OIL CO

LEASE: 0041452 FRED SMITH ETAL

COUNTY:	GIBSON	BARRELS:	DOLLARS:		
Owner Number	Social Security or Federal ID Number	Owner Name and Address	Type	Percent of Interest	
0056815		FREDERICK M SMITH PERS REP LAURA M BENSON ESTATE REGENCY VILLA 1600 VIA DE LUNA APT W 304 PENSACOLA FL 32561-2365	R	.00726300	
0113268		KENNETH S PELL MARY ANN PELL 9178 W 350 S OWENSVILLE IN 47665-9017	R	.01218700	
0141327		ROY A WRIGHT 8153 W 400 S OWENSVILLE IN 47665-9023	R	.00107180	
0141328		JOYCE WRIGHT 600 S MAIN ST FORT BRANCH IN 47648-1726	R	.00107180	
0141329		LOIS ALVIS 8897 W 350 S OWENSVILLE IN 47665-9016	R	.00107180	
0141330		MARY FARRAR 2200 BARRETT SWITCH RD POSEYVILLE IN 47633-8617	R	.00107180	
0141341		JERRY L WRIGHT C/O JOYCE WRIGHT AIF 600 S MAIN ST FORT BRANCH IN 47648-1726	R	.00107180	
0173704		JACOB M HIRSCH C/O MICHAEL J HIRSCH 5812 S 325 W FORT BRANCH IN 47648-8208	R	.00635900	
0268855		SYLVIA BENSON FRANK PO BOX 759 GULF BREEZE FL 32562-0759	R	.04691600	
0768045		KATHLEEN BENSON SMITH 1600 VIA DE LUNA DR APT W304 PENSACOLA BEACH FL 32561-2365	R	.04691600	
		ROYALTY TOTAL:		.12500000	
0008250		DEAN W ALGER 9005 BAYWOOD CIR INDIANAPOLIS IN 46256-4332	OR	.01367200	
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612	OR	.00922800	
0177614		WINDGATE PROPERTIES LLC PO BOX 354 CONNERSVILLE IN 47331-0354	OR	.00205100	
0212458		SUZANNE C DUBOIS 1919 EATON AVE OWENSBORO KY 42301-4308	OR	.00922800	
0667815		BARBARA A REYNOLDS 4129 HUNTING CREEK DR OWENSBORO KY 42303-7554	OR	.01845700	

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

Exhibit D

REPORT: 4/20/17
 RUN TIME: 17:23:59

Countrymark Refining and Logistics, LLC
 1200 Refinery Road
 Mt Vernon, IN 47620
 (812) 838-8141 or (800) 832-5490 Ext. 8141

STATE: IN

OPERATOR: 0006990 - SOUTHERN TRIANGLE OIL CO

LEASE: 0041452 FRED SMITH ETAL

COUNTY: GIBSON

BARRELS:

DOLLARS:

Owner Number	Social Security or Federal ID Number	Owner Name and Address	Type	Percent of Interest
0667820		BRYAN R REYNOLDS 4237 SPRING BANK DR OWENSBORO KY 42303-7564	OR	.00102600
0667847		DOUGLAS W REYNOLDS JR 4530 DOE RUN OWENSBORO KY 42303-1855	OR	.00102600
		OVERRIDING ROYALTY TOTAL:		.05468800
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612	W	.56396500
0428500		KENDALL DRILLING CO INC 7235 N GREEN RIVER RD EVANSVILLE IN 47725-7322	W	.05126900
0588492		NEW TRIANGLE OIL COMPANY PO BOX 427 MOUNT CARMEL IL 62863-0427	W	.20507800
LEGAL DESCRIPTION: THE N/2 OF THE SW/4, SEC. 27, TNP. 2 S, RG. 12 W, GIBSON COUNTY, INDIANA.				
		WORKING TOTAL:		.82031200
		INTEREST TOTAL:		1.00000000

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

RUN DATE: 2/26/14
 RUN TIME: 17:23:59

ADVALOREM STATEMENT
 Countrymark Refining and Logistics, LLC
 1200 Refinery Road
 Mt Vernon, IN 47620
 (812) 838-8141 or (800) 832-5490 Ext. 8141

PAGE: 1
 STATE: IN

OPERATOR: 0006990 - SOUTHERN TRIANGLE OIL CO

LEASE: 0041609 CLYDE WRIGHT #1

COUNTY: GIBSON

BARRELS:

DOLLARS:

Owner Number	Social Security or Federal ID Number	Owner Name and Address	Type	Percent of Interest
0141327		ROY A WRIGHT 8153 W 400 S OWENSVILLE IN 47665-9023	R	.02500000
0141328		JOYCE WRIGHT 600 S MAIN ST FORT BRANCH IN 47648-1726	R	.02500000
0141329		LOIS ALVIS 8897 W 350 S OWENSVILLE IN 47665-9016	R	.02500000
0141330		MARY FARRAR 2200 BARRETT SWITCH RD POSEYVILLE IN 47633-8617	R	.02500000
0141341		JERRY L WRIGHT C/O JOYCE WRIGHT AIF 600 S MAIN ST FORT BRANCH IN 47648-1726	R	.02500000
		ROYALTY TOTAL:		.12500000
0008250		DEAN W ALGER 9005 BAYWOOD CIR INDIANAPOLIS IN 46256-4332	OR	.01367200
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612	OR	.00922800
0212458		SUZANNE C DUBOIS 1919 EATON AVE OWENSBORO KY 42301-4308	OR	.00922800
0667815		BARBARA A REYNOLDS 4129 HUNTING CREEK DR OWENSBORO KY 42303-7554	OR	.01845500
0667820		BRYAN R REYNOLDS 4237 SPRING BANK DR OWENSBORO KY 42303-7564	OR	.00102600
0667847		DOUGLAS W REYNOLDS JR 4530 DOE RUN OWENSBORO KY 42303-1855	OR	.00102600
0688830		SANDRA T ROSE 116 W 21ST ST OWENSBORO KY 42303-5105	OR	.00205300
		OVERRIDING ROYALTY TOTAL:		.05468800
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612	W	.56396500
0428500		KENDALL DRILLING CO INC 7235 N GREEN RIVER RD EVANSVILLE IN 47725-7322	W	.05126900
0588492		NEW TRIANGLE OIL COMPANY PO BOX 427 MOUNT CARMEL IL 62863-0427	W	.20507800
LEGAL DESCRIPTION: SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER EXCEPT .37 OF AN ACRE IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, CONTAINING 119.67 ACRES AND 47.17 ACRES IN THE NORTHWEST QUARTER AND IN THE SOUTHWEST QUARTER AND BEING BOUNDED ON THE NORTH BY LAURA BENSON EST.; EAST BY LAURA BENSON EST. AND PUBLIC ROAD; SOUTH BY LAURA BENSON EST., AND/OR PUBLIC ROAD; AND WEST BY LAURA BENSON EST. AND/OR PUBLIC ROAD, ALL IN SECTION 27, T2S,				

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

Exhibit E

RUN DATE: 2/26/14
RUN TIME: 17:23:59

AD VALOREM STATEMENT
Countrymark Refining and Logistics, LLC
1200 Refinery Road
Mt Vernon, IN 47620
(812) 838-8141 or (800) 832-5490 Ext. 8141

STATE: IN

OPERATOR: 0006990 - SOUTHERN TRIANGLE OIL CO

LEASE: 0041609 CLYDE WRIGHT #1

COUNTY: GIBSON

BARRELS:

DOLLARS:

Owner Number	Social Security or Federal ID Number	Owner Name and Address	Type	Percent of Interest
		R12W, GIBSON COUNTY, INDIANA.		
		WORKING TOTAL:		.82031200
		INTEREST TOTAL:		1.00000000

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

RUN DATE: 2/26/14
RUN TIME: 17:23:59

ADVALOREM STATEMENT
Countrymark Refining and Logistics, LLC
1200 Refinery Road
Mt Vernon, IN 47620
(812) 838-8141 or (800) 832-5490 Ext. 8141

STATE: IN

OPERATOR: 0006990 - SOUTHERN TRIANGLE OIL CO

LEASE: 0041299 EUGENE EMERSON #1

COUNTY:	GIBSON	BARRELS:	DOLLARS:		
Owner Number	Social Security or Federal ID Number	Owner Name and Address	Type	Percent of Interest	
0157657		LARRY P VAUGHN 1706 COTTONWOOD DR PRINCETON IN 47670-3326	R	.12500000	
		ROYALTY TOTAL:		.12500000	
0008250		DEAN W ALGER 9005 BAYWOOD CIR INDIANAPOLIS IN 46256-4332	OR	.01367200	
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612	OR	.00922800	
0153036		WIPER CORPORATION 17962 FOXBOROUGH LN BOCA RATON FL 33496-1321	OR	.00205300	
0212458		SUZANNE C DUBOIS 1919 EATON AVE OWENSBORO KY 42301-4308	OR	.00922800	
0667815		BARBARA A REYNOLDS 4129 HUNTING CREEK DR OWENSBORO KY 42303-7554	OR	.01845500	
0667820		BRYAN R REYNOLDS 4237 SPRING BANK DR OWENSBORO KY 42303-7564	OR	.00102600	
0667847		DOUGLAS W REYNOLDS JR 4530 DOE RUN OWENSBORO KY 42303-1855	OR	.00102600	
		OVERRIDING ROYALTY TOTAL:		.05468800	
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612	W	.56396500	
0428500		KENDALL DRILLING CO INC 7235 N GREEN RIVER RD EVANSVILLE IN 47725-7322	W	.05126900	
0588492		NEW TRIANGLE OIL COMPANY PO BOX 427 MOUNT CARMEL IL 62863-0427	W	.20507800	
LEGAL DESCRIPTION: THE W/2 OF THE NE/4 & 10 A# OFF THE W SIDE OF SE/4 OF NE/4, ALL IN SEC. 27, TNP. 2 S, RG. 12 W, CONTAINING 90 A, GIBSON COUNTY, INDIANA.					
WORKING TOTAL:				.82031200	
INTEREST TOTAL:				1.00000000	

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

Exhibit F

UNITIZATION AGREEMENT

SCOTT BRANCH UNIT

GIBSON COUNTY, INDIANA

Exhibit G

UNITIZATION AGREEMENT

SCOTT BRANCH UNIT, GIBSON COUNTY, INDIANA

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EXHIBIT B

EXHIBIT C

UNITIZATION AGREEMENT

SCOTT BRANCH UNIT GIBSON COUNTY, INDIANA

The Parties to this Agreement are those signing this Agreement, executing counterparts of this Agreement, and Parties executing a Ratification of this Agreement (collectively referred to as "the Parties" or individually as a "Party").

To promote conservation, increase the ultimate recovery of Unitized Substances (defined below) from the Scott Branch Unit in Gibson County, Indiana, and to protect the rights of the owners, it is deemed necessary and desirable to enter into this Agreement, to unitize all of the oil and gas rights in the Unit Area (defined below) in order to conduct Unit operations for the conservation and utilization of Unitized Substances as provided in this Agreement.

For the mutual benefits and agreements contained in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

When used in this Agreement the following terms shall have the following meanings:

1.1 EFFECTIVE DATE: The time and date this Agreement becomes effective is set out in Section 16.1.

1.2 OIL: Means any liquid hydrocarbon, regardless of gravity, capable of being produced from the Unit Area in liquid form at the well by ordinary production methods, not the result of condensation of gas after it leaves the reservoir.

1.3 OIL AND GAS RIGHTS: The rights to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production obtained, or the proceeds of production.

1.4 ROYALTY INTEREST: The right to or interest in any portion of, or proceeds from the Unitized Substances other than a Working Interest.

1.5 ROYALTY OWNER: A party to this Agreement who owns a Royalty Interest.

1.6 TRACT: Means the land described in Exhibit C and depicted on the Plat attached as Exhibit A.

1.7 TRACT PARTICIPATION: Means the percentage shown on Exhibit B for allocating Unitized Substances to a Tract under this Agreement.

1.8 UNIT AREA: Means the land shown on Exhibit A and described in Exhibit C to which this Agreement becomes effective, or to which it may be extended or reduced under the terms of this Agreement.

1.9 UNIT EQUIPMENT: Means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

1.10 UNIT EXPENSE: Means all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator by the terms of this Agreement, for or on account of Unit Operations.

1.11 UNIT OPERATIONS: Means all operations conducted by the terms of this Agreement.

1.12 UNIT OPERATOR: Means Southern Triangle Oil Company an Illinois corporation, with an address of 600 Chestnut Street, P.O. Box 427, Mount Carmel, Illinois 62863, who is designated by Working Interest Owners to conduct Unit Operations.

1.13 UNIT PARTICIPATION: The Unit Participation of a Royalty Interest Owner is the sum of the percentages obtained by multiplying the Royalty Interest of a Royalty Interest Owner in each Tract included within the Unit Area by the Tract Participation of a Tract. Unit Participation of a Working Interest Owner is the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract included within the Unit Area by the Tract Participation of the Tract.

1.14 UNITIZED FORMATIONS: Means all subsurface portions of the Unit Area between the surface and the base of the Aux Vases Lime formation.

1.15 UNITIZED SUBSTANCES: Means all oil, gas, gaseous substances, sulfur contained in oil or gas, condensate, distillate, and all associated and constituent liquid or liquefiable hydrocarbons, other than Outside Substances, that are within the Unit Area and that may be produced from wells within the Unit Area.

1.16 WORKING INTEREST: An interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried working interest, which interest is chargeable with and obligated to pay or bear, either in cash, or out of production, or otherwise, a portion of the cost of drilling, developing, producing, and operating the Unit Area. Oil and Gas Rights that are not subject to an oil and gas lease or other instrument creating a Working Interest, whether before or after the Effective Date of this Agreement, shall be regarded as a Working Interest to the extent of eighty-seven and one-half percent (87.5%) of the interest and a Royalty Interest to the extent of the remaining twelve and one-half percent (12.5%) of the interest. A Royalty Interest created out of a Working Interest subsequent to the Effective Date of this

Agreement by the owner of a Working Interest shall continue to be subject to the Working Interest burdens and obligations that are stated in this Agreement.

1.17 WORKING INTEREST OWNER: A party to this Agreement owning a Working Interest.

ARTICLE 2 EXHIBITS

2.1 EXHIBITS: The following are Exhibits to and are attached to this Agreement. Each Exhibit is incorporated into this Agreement by reference.

2.1.1 EXHIBIT A is a map that shows each Tract in the Unit Area, the boundary line of the Unit Area and the location of existing wells.

2.1.2 EXHIBIT B is a schedule that shows the participation factors for each Tract in the Unit Area.

2.1.3 EXHIBIT C shows the operative oil and gas lease(s) and property description for each Tract in the Unit Area.

2.2 REFERENCE TO EXHIBITS: When reference is made to an Exhibit, it is to the original Exhibit to this Agreement, or, if revised, to the last revision.

2.3 EXHIBITS CONSIDERED CORRECT: All Exhibits shall be considered to be correct until revised as provided for in Sections 2.4 and 2.5.

2.4 CORRECTING ERRORS: The shapes and descriptions of the Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership, on the Effective Date, should have been divided into more than one Tract, or any mechanical miscalculation or clerical error has been made, Unit Operator, with the approval of Working Interest Owners, shall correct the mistake by revising the Exhibits to conform to the facts. A revision, except as provided for in Article 2.5, shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each revision of an Exhibit made within 30 days of the Effective Date shall be effective as of the Effective Date. Each revision after that date shall be effective at 7 a.m. on the first day of the calendar month next following the date the revised Exhibit is filed of record, or on such other date as may be determined by Working Interest Owners and set out in the revised Exhibit.

2.5 FILING REVISED EXHIBITS: If an Exhibit is revised after the Effective Date, Unit Operator shall execute an appropriate instrument with the revised Exhibit attached and file for record the instrument with the revised Exhibit in the county or counties where this Agreement is filed.

ARTICLE 3 CREATION AND EFFECT OF UNIT

3.1 OIL AND GAS RIGHTS UNITIZED: All Oil and Gas Rights of Royalty Owners in and to the lands identified in Exhibit A, and all Oil and Gas Rights of Working Interest Owners in and to those lands, are unitized insofar as the Oil and Gas Rights pertain to Unitized Formations, so that Unit Operations may be conducted with respect to the Unitized Formations as if the Unit Area had been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease contained all the provisions of this Agreement.

3.2 AMENDMENT OF LEASES AND OTHER AGREEMENTS: The provisions of the various leases, agreements, division and transfer orders, pooling agreements, unit designation instruments, or other instruments pertaining to each of the Tracts or the production from the Tracts are amended to the extent necessary to make them conform to the provisions of this Agreement, as they relate to the Unitized Formations. Otherwise, all leases and other agreements shall remain in full force and effect.

3.3 CONTINUATION OF LEASES AND TERM INTERESTS: Production from any part of the Unit Area, except for the purpose of determining payments to Royalty Owners, or Unit operations, shall be considered production from or operations on each Tract. The production or operations shall continue each lease or term mineral or royalty interest in effect as to all lands and formations included in each lease or term interest just as if operations were conducted on and as if a well were producing from each Tract.

3.4 TITLE UNAFFECTED BY UNITIZATION: Nothing in this Agreement shall be construed to result in the transfer of title to Oil and Gas Rights by any party to this Agreement to any other party or to Unit Operator.

3.5 INJECTION RIGHTS: Royalty Owners expressly grant Working Interest Owners the right to inject into the Unitized Formations or in the remainder of the Unit Area, any substances or material in whatever amounts Working Interest Owners deem expedient for Unit Operations. Working Interest Owners are granted the right to drill, use, and maintain injection wells on the Unit Area, and to use for injection purposes any nonproducing, abandoned wells, dry holes, or any producing wells completed in the Unitized Formations.

3.6 DEVELOPMENT OBLIGATION: Nothing in this Agreement shall relieve Working Interest Owners from any obligation to reasonably develop, as a whole, the lands and leases included in the Unit Area.

3.7 RATIFICATION AND EXTENSION OF LEASES: Each Royalty Owner acknowledges the validity of and confirms all the terms and provisions of each lease and each prior pooling document affecting each lease covering land, in whole or in part, within the Unit Area in which the Royalty Owner owns a Royalty Interest, as to all minerals in and under all land covered by the lease or pooling document.

ARTICLE 4 PLAN OF OPERATIONS

4.1 UNIT OPERATOR: Working Interest Owners hereby designate Southern Triangle Oil Company, an Illinois corporation, with an address of 600 Chestnut Street, P.O. Box 427, Mount Carmel, Illinois 62863, as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations. All Unit Operations shall conform to the provisions of this Agreement and any existing operating agreements between Working Interest Owners and Unit Operator covering Tracts within the Unit Area. If there is any conflict between these agreements, this Agreement shall govern, prevail and/or control.

4.2 METHOD OF OPERATIONS: For the purposes of increasing the quantity of Unitized Substances ultimately recoverable and waste prevention, Working Interest Owners shall, with diligence and in accordance with good engineering and production practices, engage in pressure maintenance, secondary recovery or other enhanced recovery operations which may include (without limiting the right of the Working Interest Owners to employ other methods) water injection into the Unitized Formations, as well as operating programs during and/or after injection to recover Unitized Substances for sale. These programs may incorporate well locations, producing rates, and operating practices designed to provide optimum recovery of Unitized Substances.

4.3 CHANGE OF METHOD OF OPERATION: Nothing in this Agreement shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operation that, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of Unitized Substances.

ARTICLE 5 TRACT PARTICIPATIONS

5.1 TRACT PARTICIPATIONS: The Tract Participation of each Tract is shown on Exhibit B.

5.2 RELATIVE TRACT PARTICIPATIONS: If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area before the enlargement or reduction shall remain in the same ratio, one to another.

ARTICLE 6 ALLOCATION OF UNITIZED SUBSTANCES

6.1 ALLOCATION TO TRACTS: All Unitized Substances produced and saved shall be allocated to the Tracts within the Unit Area in accordance with the respective Tract Participations effective during the period the Unitized Substances were produced. The amount of Unitized Substances allocated to a Tract, regardless of whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on a Tract, shall be deemed for all purposes to have been produced from that Tract.

6.2 DISTRIBUTION WITHIN TRACTS: The Unitized Substances allocated to each Tract shall be distributed among, or an accounting made to, the parties entitled to share in the production from each Tract in the same manner, in the same proportions, upon the same conditions, and with the same legal effect as they would have participated and shared in the production from the Tract, or in the proceeds from Unitized Substances, had this Agreement not been entered into. If any Oil and Gas Rights in a Tract become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds from Unitized Substances, in proportion to the surface acreage of their respective parts of the Tract.

6.3 TAKING UNITIZED SUBSTANCES IN KIND: The Unitized Substances allocated to each Tract shall be delivered, by Unit Operator, in kind, to the respective parties entitled to an allocated share of Unitized Substances by virtue of the ownership of Oil and Gas Rights, or by purchase from owners of the Oil and Gas Rights. Parties shall have the right to construct, maintain, and operate, within the Unit Area, all necessary facilities for that purpose, provided they are constructed, maintained, and operated in a manner not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator because of the delivery in kind of any portion of Unitized Substances shall be borne by the owner of the portion delivered in kind. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to the Royalty Interest shall be entitled to take in kind that share of Unitized Substances. All parties who exercise the right to take in kind must notify the Unit Operator in writing at least 30 days in advance of the first day of the calendar month in which the party wishes to begin taking Unitized Substances in kind.

6.4 FAILURE TO TAKE IN KIND: If any Party fails to take in kind or separately dispose of the party's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, and subject to revocation at will by the Party owning the share of Unitized Substances, in compliance with Section 6.3, to purchase for its own account or sell to others such share at not less than the market price prevailing in the area, and not less than the Unit Operator receives for its share of Unitized Substance. However, all contracts of sale by Unit Operator of any other Party's share of Unitized Substances shall only be for the reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances. In no event shall any contract be for a period in excess of one (1) year. The proceeds of the Unitized Substances disposed of by Unit Operator shall be paid to the Party entitled to the proceeds.

6.5 RESPONSIBILITY FOR ROYALTY SETTLEMENTS: Any party receiving in kind, separately disposing of all or part of the Unitized Substances allocated to any Tract, or receiving the proceeds from the sale of Unitized Substances, shall pay or cause to be paid to the parties entitled to it all royalties, overriding royalties, production payments and all other payments chargeable against or payable out of the Unitized Substances or the resulting proceeds, and shall indemnify all Parties to this Agreement, including Unit Operator, against any liability for those payments.

ARTICLE 7 PRODUCTION AS OF THE EFFECTIVE DATE

7.1 OIL OR LIQUID HYDROCARBONS IN LEASE TANKS: Unit Operator shall gauge or

otherwise determine the amount of merchantable oil or other liquid hydrocarbons produced from the Unitized Formations that are in lease and storage tanks as of 7 a.m. on the Effective Date. Oil or other liquid hydrocarbons in treating vessels, separation equipment and tanks below pipeline connections shall not be considered to be merchantable. Any merchantable oil not promptly removed may be sold by Unit Operator for the account of the entitled Working Interest Owners who shall pay all royalty due on the sale under the provisions of applicable leases or other contracts.

ARTICLE 8 USE OR LOSS OF UNITIZED SUBSTANCES

8.1 USE OF UNITIZED SUBSTANCES: Working Interest Owners may use or consume Unitized Substances for Unit Operations, including but not limited to the injection of Unitized Substances into the Unitized Formations.

8.2 ROYALTY PAYMENTS: No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations, or which otherwise may be lost, or consumed in the production, handling, treating, processing, compressing, dehydrating, transporting, storing or sale of Unitized Substances.

ARTICLE 9 TRACTS TO BE INCLUDED IN UNIT

9.1 QUALIFICATION OF TRACTS: On and after the Effective Date and until enlargement or reduction of the Unit, the Unit Area shall be composed of the Tracts listed in Exhibit C and depicted on Exhibit A that qualify as follows:

9.1.1 Each Tract in which Working Interest Owners owning seventy-five percent (75%) of the Working Interest have become Parties to or ratified this Agreement, and in which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest have become Parties to this Agreement.

9.1.2 Each Tract in which Working Interest Owners owning seventy-five percent (75%) of the Working Interest have become Parties to this Agreement, Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become Parties to this Agreement, but: (a) all Working Interest Owners in the Tract have joined in a request for the inclusion of the Tract in the Unit Area; and, (b) Working Interest Owners having seventy-five percent (75%) or more of the combined voting interests in all Tracts that meet the requirements of Section 9.1.1 have voted in favor of the inclusion of the Tract. For the purpose of this Section 9.1.2, the voting interest of a Working Interest Owner shall be equal to the ratio that its Unit Participation attributable to Tracts qualifying under

Section 9.1.1 bears to the total Unit Participation of all Working Interests Owners attributable to all Tracts qualifying under Section 9.1.1.

9.2 COMMITMENT OF INTERESTS TO UNIT: The execution of this Agreement by a Party, or a ratification of this Agreement, shall commit all interests within the Unit Area owned or controlled by the Party as of the date of execution, and additional interests acquired within the Unit Area before the Effective Date. After the Effective Date, the commitment of any interest in any Tract within the Unit Area shall be on the terms as may be negotiated by Working Interest Owners and the owner of the interest.

9.3 REVISION OF EXHIBITS: If any of the Tracts described in Exhibit C fail to qualify for inclusion in the Unit Area, as of the Effective Date, Unit Operator shall recompute the Tract Participation of each of the qualifying Tracts, using the original basis of computation, and shall revise Exhibits A, B and C accordingly. The revised Exhibits shall be effective as of 7 a.m. on the Effective Date.

ARTICLE 10

TITLES

10.1 WARRANTY AND INDEMNITY: Each Party who, by acceptance of produced Unitized Substances or the proceeds thereof, may claim to own a Working Interest or Royalty Interest in and to any Tract or in the Unitized Substance allocated thereto, shall be deemed to have warranted title to such interest, and upon receipt of the Unitized Substances or the proceeds thereof to the credit of such interest, shall indemnify and hold harmless all other Parties in interest from any loss due to failure, in whole or in part, of title to any such interest.

10.2 PRODUCTION WHERE TITLE IS IN DISPUTE: If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract or parcel of land within a Tract is in dispute, Unit Operator at the direction of Working Interest Owners shall: (a) require the party to whom the Unitized Substances are delivered or to whom the proceeds of sale are paid furnish security for the proper accounting to the rightful owner if the title or right of the party fails in whole or in part; or, (b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds until such time as the title or right to the proceeds is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, when the proceeds impounded shall be paid to the party rightfully entitled to such proceeds.

10.3 PAYMENT OF TAXES TO PROTECT TITLE: The owner of surface rights to lands within the Unit Area, severed mineral interests, or Royalty Interests in the lands, or lands outside the Unit Area on which Unit Equipment is located, is responsible for the payment of any ad valorem taxes on all these rights, interests, or property, unless the owner and Working Interest Owners agree otherwise. If any ad valorem taxes are not paid by or for the owner when due, Unit Operator may, with approval of Working Interest Owners, at any time prior to tax sale, or expiration of the period of redemption after tax sale, pay the tax, redeem the rights, interests, or property, and discharge the tax lien. Any payment shall be an item of Unit Expense. Unit Operator shall, if possible, withhold from any proceeds derived from the sale of Unitized Substances otherwise due any delinquent taxpayer an

amount sufficient to defray the costs of any payment or redemption. The withholding is to be credited to Working Interest Owners. A withholding shall be without prejudice to any other remedy available to Unit Operator or Working Interest Owners.

ARTICLE 11 EASEMENTS OR USE OF SURFACE

11.1 GRANT OF EASEMENTS: All Parties to this Agreement, to the extent of their rights and interests, grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area.

11.2 USE OF WATER: Working Interest Owners shall have and are granted free use of water from the Unit Area for Unit Operations, except water from any water system, well, lake, pond, or irrigation ditch of a Royalty Owner. Working Interest Owners may convert any existing or future dry or abandoned wells in the Unit Area to water supply, injection and/or disposal wells.

11.3 SURFACE DAMAGES: Working Interest Owners shall pay the owner for damages to growing crops, timber, fences, improvements, and structures on the Unit Area resulting from Unit Operations, upon claim and proof of damage by such owner.

ARTICLE 12 ENLARGEMENTS OF UNIT AREA

12.1 ENLARGEMENTS OF UNIT AREA: The Unit Area may be enlarged from time to time to include acreage reasonably proven to be productive, upon terms determined by Unit Operator, including but not limited to, the following:

12.1.1 The acreage shall qualify under Section 9.1 of Article 9.

12.1.2 The participation to be allocated to the acreage shall be fair and reasonable, considering all available information.

12.1.3 There shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds of sale. However, this limitation shall not prevent an adjustment of investment by reason of the enlargement.

12.2 DETERMINATION OF TRACT PARTICIPATION: Unit Operator, subject to Section 5.2, shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits A, B and C accordingly.

12.3 EFFECTIVE DATE: The Effective Date of any enlargement of the Unit Area shall be 7 a.m. on the first day of the calendar month following compliance with conditions for enlargement, and the filing for record of revised Exhibits A, B and C by the Unit Operator in the county or counties where this Agreement is filed.

ARTICLE 13 TRANSFER OF TITLE

13.1 TRANSFER OF TITLE: Any conveyance of all or any part of any interest owned by any Party in any Tract shall be made expressly subject to this Agreement. No change of title shall be binding on Unit Operator, or on any party to this Agreement other than the Party transferring, until 7 a.m. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy, or a certified copy, of the recorded instrument evidencing the change in ownership.

ARTICLE 14 RELATIONSHIP OF PARTIES

14.1 NO PARTNERSHIP: The duties, obligations, and liabilities of the Parties to this Agreement are intended to be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties. Each Party shall be individually responsible for its own obligations as provided in this Agreement.

14.2 NO JOINT REFINING OR MARKETING: This Agreement is not intended to provide, directly or indirectly, for any joint refining or marketing of Unitized Substances.

14.3 ROYALTY OWNERS FREE OF COSTS: This Agreement is not intended to impose, and shall not be construed to impose, on any Royalty Owner any obligation to pay Unit Expense unless a Royalty Owner is obligated to do so by this Agreement.

ARTICLE 15 FORCE MAJEURE

15.1 FORCE MAJEURE: All obligations imposed by this Agreement on each Party, before and after the Effective Date, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part by: a labor dispute; fire; war; civil disturbance; act of God; litigation in any court; federal, state, or municipal laws; any rule, regulation, or order of a governmental agency; inability to secure materials; or any other cause or causes, whether similar or dissimilar beyond the reasonable control of the party. No Party shall be required against its will to adjust or settle any labor dispute or litigation. This Agreement nor any lease or other instrument subject to this Agreement shall be terminated by reason of failure to commence Unit Operations or the suspension of Unit Operations due, in whole or in part, to any one or more of the causes set forth in this Article.

ARTICLE 16 EFFECTIVE DATE

16.1 EFFECTIVE DATE: This Agreement shall become binding on each Party as of the date the Party signs the instrument by which it becomes a Party to this Agreement. This Agreement shall become effective as to qualified Tracts at the time and date determined by

Working Interest Owners owning seventy-five percent (75%) of the combined Unit Participation in all qualified Tracts.

16.2 CERTIFICATE OF EFFECTIVENESS: Unit Operator shall file for record in the county or counties in which the Unit Area is located a certificate stating the Effective Date, the filing to be made within thirty (30) days of the Effective Date.

ARTICLE 17

TERM

17.1 TERM: The term of this Agreement shall be for the time that Unitized Substances are produced in paying quantities or other Unit Operations are conducted on the Unit Area unless sooner terminated by Working Interest Owners in the manner provided herein.

17.2 TERMINATION BY WORKING INTEREST OWNERS: This Agreement may be terminated by Working Interest Owners owning a combined Unit Participation of seventy-five percent (75%) or more of Unit Working Interest whenever those Working Interest Owners determine Unit Operations are no longer profitable or feasible.

17.3 EFFECT OF TERMINATION: On termination of this Agreement, the further development and operation of the Unitized Formations as a Unit shall be abandoned, and Unit Operations shall cease. The relationships among Owners of Oil and Gas Rights shall thereafter be governed by the terms and provisions of the leases and other instruments, not including this Agreement, affecting the separate Tracts.

17.4 SALVAGING EQUIPMENT UPON TERMINATION: If not otherwise granted by the leases or other instruments affecting each Tract, Royalty Owners grant Working Interest Owners a period of not less than six (6) months after the date of termination of this Agreement within which to salvage and remove Unit Equipment.

17.5 CERTIFICATE OF TERMINATION: Upon the termination of this Agreement, Unit Operator shall file for record a certificate of termination in the county or counties where the Unit Area is located. This certificate will identify the Unit Agreement and its Termination Date.

ARTICLE 18

APPROVAL

18.1 ORIGINAL COUNTERPART, OR OTHER INSTRUMENT: An owner of Oil and Gas Rights may become a party to this Agreement by signing the original of this instrument, a counterpart, a ratification or other instrument agreeing to become a Party to this Agreement. The signing of any such instrument shall have the same effect as if all parties had signed the same instrument.

18.2 COMMITMENT OF INTERESTS: Execution of an original counterpart or other instrument by any Party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by the signing party to this Agreement, as well as any additional interest thereafter acquired.

ARTICLE 19 GENERAL

19.1 AMENDMENTS AFFECTING WORKING INTEREST OWNERS: Amendments to this Agreement relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners owning a combined Unit Participation of seventy-five percent (75%) of total Unit Working Interest.

19.2 PROGRESSIVE DRILLING: To the extent that any of the operative oil and gas leases as to the tracts within the Scott Branch Unit provide for progressive drilling programs and possible termination of lands in the absence of compliance with the program, said progressive drilling program shall be deemed to have been satisfied with respect to the lands and formations covered by the oil and gas leases which are included within the boundary of the Scott Branch Unit. The owners of the oil and gas as to said lands and formations ratify and confirm and revive the oil and gas leases to the extent that said lands and formations are included within the boundaries of the Scott Branch Unit.

ARTICLE 20 SUCCESSORS AND ASSIGNS

20.1 SUCCESSORS AND ASSIGNS: This Agreement shall extend to, be binding on, and inure to the benefit of the Parties and their respective heirs, devisees, legal representatives, successors and assigns, and shall constitute a covenant running with the lands, leases, and interest covered by this Agreement.

This Agreement is executed by each Party on the date of the acknowledgement of the Party's signature, but shall be deemed effective as of the Effective Date provided for in Article 16.

[signature pages to follow]

OPERATOR

(Signature)

(Date)

Name: SOUTHERN TRIANGLE OIL COMPANY
an Illinois corporation
Address: 600 Chestnut Street
P.O. Box 427
Mount Carmel, IL 62863
Authorized
Person: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Southern Triangle Oil Company and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the by-laws of said entity.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

WORKING INTEREST OWNER/OVERRIDING ROYALTY OWNER

(Signature)

(Date)

Name: MOORE FAMILY HOLDINGS, INC.
an Indiana corporation

Address: 2104 Lincoln Ave
Evansville, IN 47714-1612

Authorized

Person: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ for Moore Family Holdings, Inc., and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the by-laws of said entity.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

(Signature)

(Date)

Address: 7235 N. Green River Road
Evansville, IN 47725-7322

Person:

Title:

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ for Kendall Drilling Co. Inc., and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the by-laws of said entity.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

(Signature)

(Date)

Address: 600 Chestnut Street
P.O. Box 427
Mount Carmel, IL 62863

Person:

Title:

STATE OF _____)
) SS
COUNTY OF _____)

Given under my hand and seal this _____ day of _____, 2014.

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

(Signature)

(Date) _____

Authorized
Person: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Roy A. Wright, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: JOYCE WRIGHT
Address: 600 S. Main Street
Fort Branch, IN 47648-1726

Authorized

Person: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Joyce Wright, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered this said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

(Signature)

Title:

NOTARY PUBLIC (print name)

1

(Date)

Authorized
Person:
Title:

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Mary Farrar, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered this said instrument as her free and voluntary act for the uses and purposes therein set forth.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (print name)

(Signature)

(Date)

Authorized

Person:

Title:

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Joyce Wright, who is personally known to me to be the Attorney-in-Fact for Jerry L. Wright, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered this said instrument as her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the Power of Attorney executed by Jerry L. Wright.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

(Signature)

(Date)

Authorized
Person:
Title:

STATE OF _____)
) SS
COUNTY OF _____)

Given under my hand and seal this _____ day of _____, 2014.

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

(Signature)

(Signature)

(Date)

(Date)

MARCIA ALMON
9659 W. State Route 165
Owensville, IN 47665-8758

STATE OF _____)
) SS
COUNTY OF _____)

Given under my hand and seal this _____ day of _____, 2014.

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: FREDERICK M. SMITH,
 as Personal Representative of the ESTATE OF LAURA M. BENSON
Address: Regency Villa
 160 Via de Luna, Apt. W. 304
 Pensacola, FL 32561-2365

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Frederick M. Smith, who is personally known to me to be the Personal Representative of the Estate of Laura M. Benson, and who is the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered this said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

OVERRIDING ROYALTY OWNER

(Signature)

(Date)

Name: WIPER CORPORATION
a Florida corporation
Address: 17962 Foxborough Lane
Boca Raton, FL 33496-1321
Authorized
Person: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Wiper Corporation, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the by-laws of said entity.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

THIS INSTRUMENT PREPARED BY/
UPON RECORDING, RETURN TO:

William C. Illingworth
JACKSON KELLY PLLC
21 SE Third Street, Suite 900
Evansville, Indiana 47708-1412
Telephone: (812) 401-6770

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

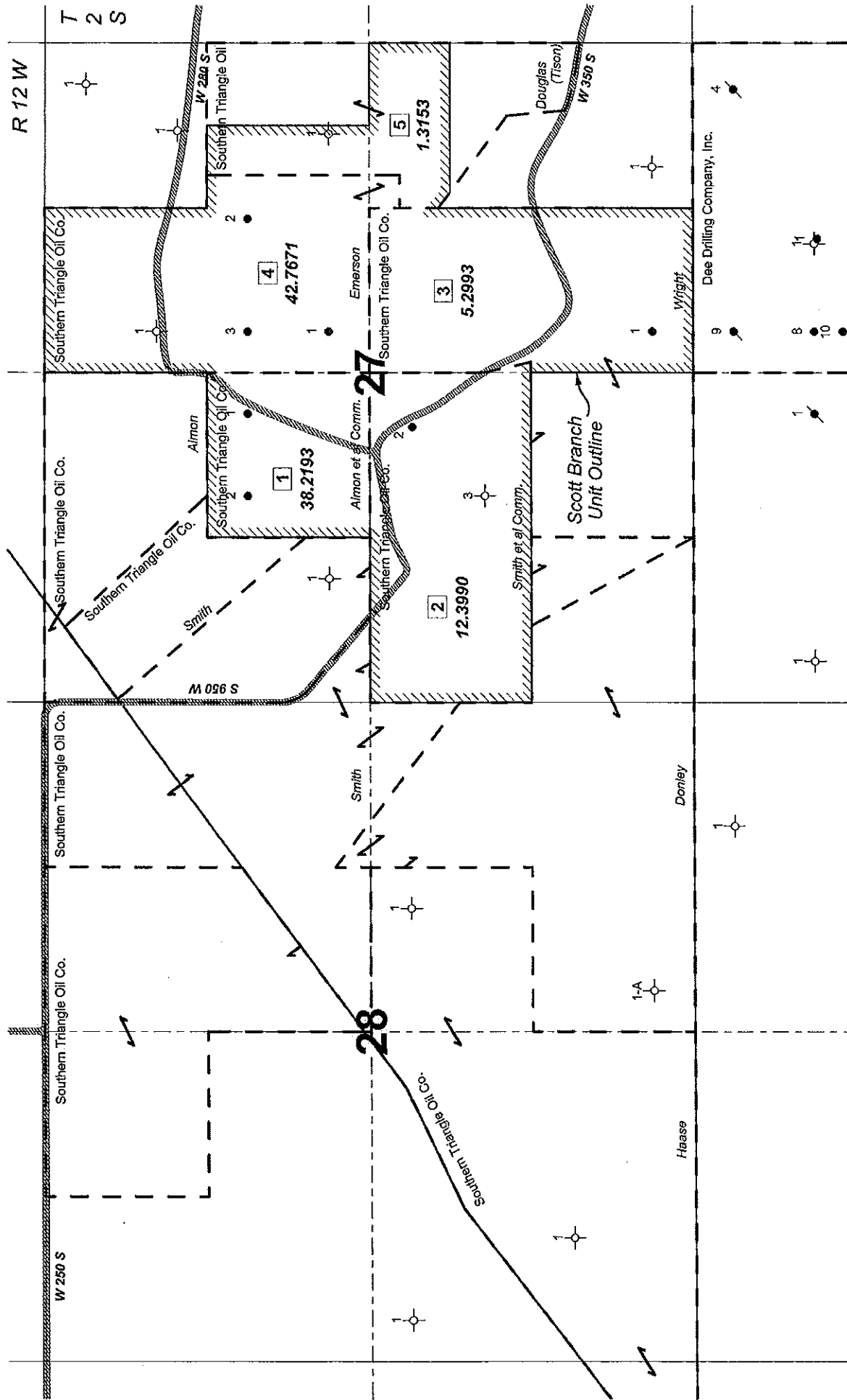
William C. Illingworth

EXHIBIT A

PLAT OF UNIT

TBD

EXHIBIT A



SOUTHERN TRIANGLE OIL CO. SCOTT BRANCH UNIT GIBSON COUNTY INDIANA

PARTICIPATION FACTOR - % 5.2993
TRACT NUMBER 3

- PROPOSED LOCATION
- PRODUCING OIL WELL
- WATER INJECTION WELL
- TEMPORARILY ABANDONED WELL
- WATER SUPPLY WELL
- PLUGGED OIL WELL
- PLUGGED WATER INJECTION WELL

EXHIBIT B

TRACT DESCRIPTION AND PARTICIPATION FACTORS

<u>Tract</u>	<u>Lease/Unit Name</u>	<u>Tract Participation Factor Percent</u>
Tract 1	Almon et al Comm. (CountryMark Lease Number 41350).	38.2193%
Tract 2	Smith et al Comm. (CountryMark Lease Number 41452).	12.3990%
Tract 3	Clyde Wright #1 (CountryMark Lease Number 41609).	5.2993%
Tract 4	Eugene Emmerson #1 (CountryMark Lease Number 41609).	42.7671%
Tract 5	Douglas (No Current CountryMark Lease Number).	1.3153%
TOTAL:		100%

Participation Factor Parameters

Scott Branch Unit
Gibson County, Indiana

Tract No.	Lease Name	Weighted Reservoir Volume	Weighted Cumulative Production	Weighted Average Daily Production	Participation Factors
1	Almon et al. Comm.	0.2012	0.0793	0.1018	38.2193%
2	Smith et al. Comm.	0.0421	0.0311	0.0508	12.3990%
3	Clyde Wright	0.0365	0.0108	0.0057	5.2993%
4	Eugene Emerson	0.2070	0.1289	0.0918	42.7671%
5	Douglas (Tison)	0.0132	0.0000	0.0000	1.3153%
Totals:		0.5000	0.2500	0.2500	100.0000%

Notes:

1. Participation Factors: Reservoir Volume - 50%, Cumulative Production - 25%, Average Daily Production - 25%
2. Reservoir Volume: Renault Sand and Aux Vases Lime Reservoir Volume
3. Cumulative Production: Total Produced Barrels through December 2000
4. Average Daily Production: Daily Rate based upon a 5 year average from January 1996 through December 2000

EXHIBIT C

LEASE AND TRACT DESCRIPTIONS

SCOTT BRANCH UNIT GIBSON COUNTY, INDIANA

TRACK NUMBER: 1

LEASE NAME: ALMON ET AL COMM

LEASE INFORMATION:

A.	Dated:	May 10, 1984
	Recorded:	May 17, 1984
	Recording Info:	Drawer 5, Card No. 3111
	Lessors:	Robert Almon and Marcia Almon
	Lessee:	Reynolds Resources, Inc.
B.	Dated:	September 6, 1984
	Recorded:	November 15, 1984
	Recording Info:	Oil and Gas Drawer 1, Card No. 632
	Lessors:	Kathleen B. Smith and Frederick M. Smith; Sylvia Jane Frank Frederick M. Smith, Personal Representative of the Estate of Laura Benson
	Lessee:	Reynolds Resources, Inc.
C.	Dated:	May 10, 1984
	Recorded:	May 17, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3113
	Lessors:	Larry J. Mounts and Monica Mounts
	Lessee:	Reynolds Resources, Inc.
D.	Dated:	May 12, 1984
	Recorded:	May 17, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3112
	Lessors:	David Wilson and Pamela Wilson
	Lessee:	Reynolds Resources, Inc.
E.	Dated:	April 30, 1984
	Recorded:	May 17, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3110

Lessors: Clyde G. Wright and Roberta M. Wright
Lessee: Reynolds Resources, Inc.

The above leases being modified by Pooling Declaration for Oil dated November 21, 1984, which was recorded in the Office of the Recorder of Gibson County, Indiana, on January 4, 1985, in Oil and Gas Drawer 1, Card No. 832.

DESCRIPTION: The Southeast Quarter of the Northwest Quarter of Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

TRACK NUMBER: 2

LEASE NAME: SMITH ET AL COMM.

LEASE INFORMATION:

A.	Dated:	April 30, 1984
	Recorded:	May 17, 1984
	Recording Info:	Misc. Drawer 5, Card No. 3110
	Lessors:	Clyde G. Wright and Roberta M. Wright
	Lessee:	Reynolds Resources, Inc.
B.	Dated:	November 1, 1984
	Recorded:	December 10, 1984
	Recording Info:	Oil and Gas Drawer 1, Card No. 695
	Lessors:	Phyllis M. Donley
	Lessee:	Reynolds Resources, Inc.
C.	Dated:	June 18, 1985
	Recorded:	July 12, 1985
	Recording Info:	Oil and Gas Drawer 1, Card No. 1534
	Lessors:	Calvin W. Emmerson and Martha S. Emmerson
	Lessee:	Reynolds Resources, Inc.
D.	Dated:	September 6, 1984
	Recorded:	November 15, 1984
	Recording Info:	Oil and Gas Drawer 1, Card No. 632

Lessors: Kathleen B. Smith and Frederick M. Smith; Sylvia Jane Frank Frederick M. Smith, Personal Representative of the Estate of Laura Benson
Lessee: Reynolds Resources, Inc.

E. Dated: November 2, 1984
Recorded: January 2, 1985
Recording Info: Oil and Gas Drawer 1, Card No. 798
Lessors: Kathleen B. Smith and Frederick M. Smith; Sylvia Jane Frank, Frederick M. Smith, Personal Representative of the Estate of Laura Benson
Lessee: Reynolds Resources, Inc.

The above leases being modified by Pooling Declaration for Oil & Gas dated August 20, 1985, which was recorded in the Office of the Recorder of Gibson County, Indiana, on October 24, 1985, in Oil and Gas Drawer 1, Card No. 1941.

DESCRIPTION: The North Half of the Southwest Quarter and .37 of an acre in the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

TRACK NUMBER: 3

LEASE NAME: CLYDE WRIGHT #1

LEASE INFORMATION: Dated: April 30, 1984
Recorded: May 17, 1984
Recording Info: Misc. Drawer 5, Card No. 3110
Lessors: Clyde G. Wright and Roberta M. Wright
Lessee: Reynolds Resources, Inc.

DESCRIPTION: The West Half of the Southeast Quarter except .37 of an acre in the Southwest corner of the Northwest Quarter of the Southeast Quarter, in Section 27, Township 2 South, Range 12 West, Gibson County, Indiana.

TRACK NUMBER: 4

LEASE NAME: EUGENE EMMERSON #1

LEASE INFORMATION:

Dated:	October 29, 1983
Recorded:	May 4, 1984
Recording Info:	Misc. Drawer 5, Card No. 3067
Lessors:	Eugene Emmerson
Lessee:	Reynolds Resources, Inc.

DESCRIPTION:

The West Half of the Northeast Quarter of Section 27, Township 2 South, Range 12 West, containing 80 acres, more or less.

Also, part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: Beginning at the northwest corner of the Southeast Quarter of the Northeast Quarter of said section, and running thence south, 95 rods; thence east, 16 rods; thence north, 95 rods, to the north line of the Southeast Quarter of the Northeast Quarter of said section; thence west, 16 rods to the place of beginning, containing 9-1/2 acres, more or less.

Also, part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: beginning at the northwest corner of said quarter quarter section, and running thence east 16 rods; thence south 15 rods; thence west 16 rods to the west line of said quarter quarter section; thence north 15 rods to the place of beginning, containing 1 1/2 acres, more or less.

TRACK NUMBER: 5

LEASE NAME: DOUGLAS (TISON)

LEASE INFORMATION:

Dated:	May 16, 2014
Recorded:	_____
Recording Info:	_____
Lessors:	Frederick L. Douglas and Sharon J. Douglas
Lessee:	Southern Triangle Oil Company

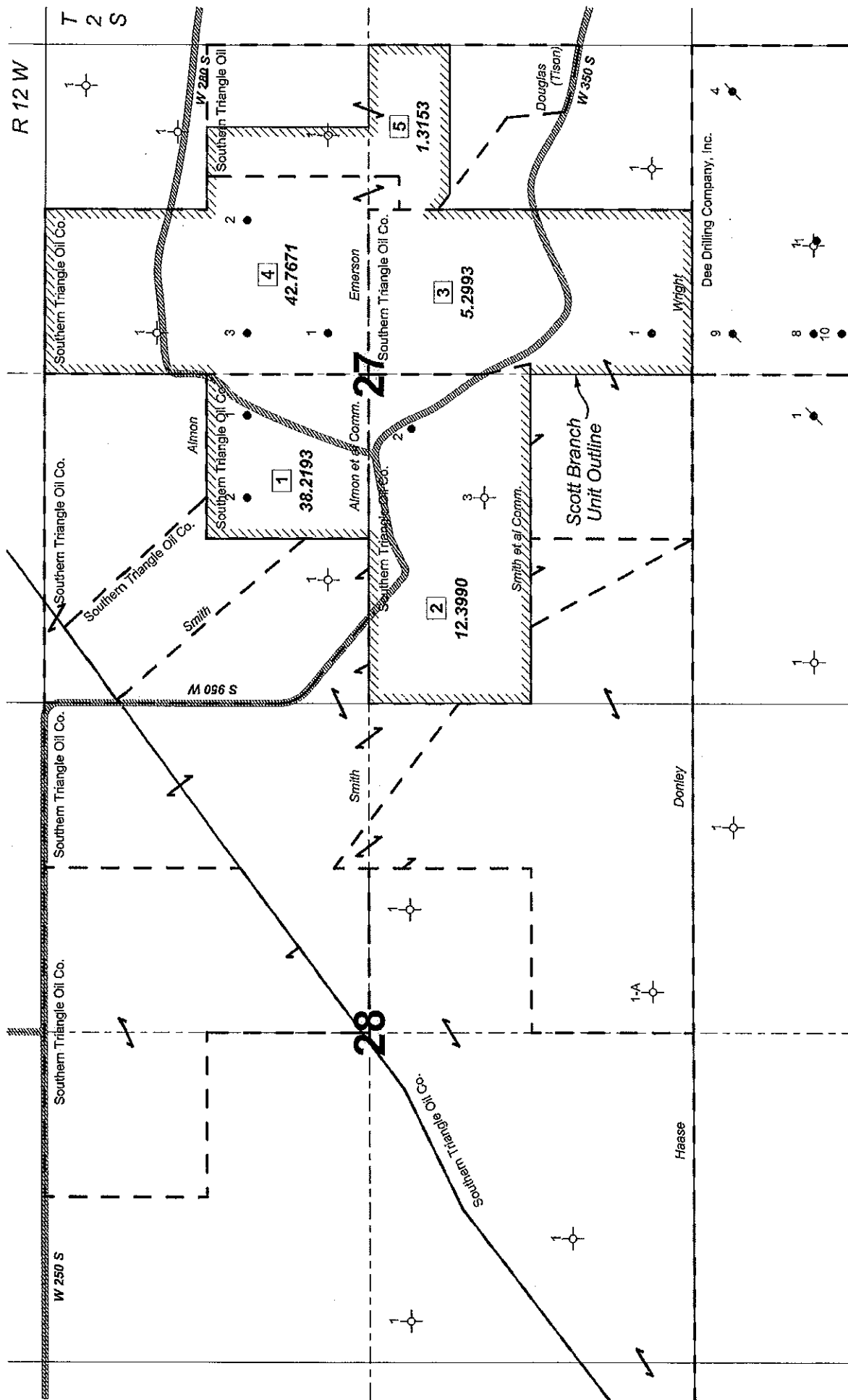
DESCRIPTION:

The West Half Southeast Quarter of the Northeast Quarter of Section 27, Township 2 South, Range 12 West, excepting that part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, described as follows: Beginning at the northwest corner of the Southeast Quarter of the Northeast Quarter of said section, and running thence south, 95 rods; thence east, 16 rods; thence north, 95 rods, to the north line of the Southeast Quarter of the Northeast Quarter of said section; thence west, 16 rods to the place of beginning, containing 9-1/2 acres, more or less.

The North Half of the Northeast Quarter of the Southeast Quarter of Section 27, Township 2 South, Range 12 West, excepting the following described tract: beginning at the northwest corner of said quarter quarter section, and running thence east 16 rods; thence south 15 rods; thence west 16 rods to the west line of said quarter quarter section; thence north 15 rods to the place of beginning, containing 1 1/2 acres, and containing, and also exception that portion of the following described tract contained within said North Half of the Northeast Quarter of the Southeast Quarter:

A southwest corner part of the Northeast Quarter of the Southeast Quarter and a North Center Part of the Southeast Quarter of the Southeast Quarter all of Section 27, Township 2 South, Range 12 West, in Montgomery Township, Gibson County, Indiana, and further described as follows: begin at an iron set in the southwest corner of the Northeast Quarter of the Southeast quarter of Section 27, Township 2 South, Range 12 West, and bear north along the west line of said quarter quarter a distance of 814.70 feet to a 5/8 inch iron set in an old fence; thence bear south 52 degrees and 30 minutes east, more or less, a distance of 929.33 feet to an iron; thence bear south 5 degrees 07.1 minutes east more or less, a distance of 253.07 feet, more or less, to the south line of said quarter quarter section, which point is 754.08 feet, more or less, east of the point of beginning; thence continue south 5 degrees 07.1 minutes east more or less a distance of 219.1 feet to a 5/8 inch iron set on the property line as of 1972, between Noble Tison on the northeast and Paul Scott on the southwest; thence bear north 74 degrees west along said property line a

distance of 245.20 feet to a 5/8 inch iron; thence bear north 4.50 chains (two pole) a distance of 148.5 feet to a 5/8 inch iron set in the north line of the southeast quarter of the southeast quarter of said section; thence bear west 536.91 feet to the point of beginning, and containing 10 acres, more or less, but subject to part of a public road right-of-way off of the above tract along the fifth and last call of said description.



PARTICIPATION FACTOR - % 5.2993
TRACT NUMBER 3

- PROPOSED LOCATION
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- WATER SUPPLY WELL
- PLUGGED OIL WELL
- PLUGGED WATER INJECTION WELL

SOUTHERN TRIANGLE OIL CO. **SCOTT BRANCH UNIT** GIBSON COUNTY INDIANA